



**BOULT • CUMMINGS  
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December 8, 2003

Hon. Deborah Taylor Tate  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN

Re: Implementation of the Federal Communications Commission's Triennial  
Review Order (Nine-month Proceeding) (Loop & Transport) and  
(Switching)  
Docket No. 03-00491 and Docket 03-00527

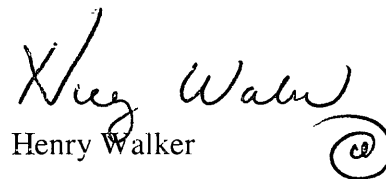
Dear Chairman Tate:

This letter is to confirm that the responses to discovery filed by Xspedius in the above-captioned proceedings are revised responses filed at the Florida Public Service Commission in Dockets 030851-TP (Switching) and 030852-TP (Loop and Transport). These are region wide responses.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By:

  
Henry Walker

HW/pp

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

RECEIVED

2003 DEC -8 PM 4:10

In Re: Implementation of Requirements )  
Arising From Federal Communications )  
Commission Triennial UNE Review: )  
Local Circuit Switching for Mass )  
Market Customers )  
\_\_\_\_\_ )

Docket No.: 030851-TP

T.R.A. DOCKET ROOM

Filed: December 8, 2003

03-00491

**REVISED REGIONWIDE RESPONSES AND OBJECTIONS OF  
XSPEDIUS COMMUNICATIONS, LLC TO  
BELLSOUTH'S FIRST SET OF INTERROGATORIES (Nos. 1-84) AND  
FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS (Nos. 1-21)**

Xspedius Communications, LLC, on behalf of its Florida operating affiliates, Xspedius Management Co. Switched Services, LLC and Xspedius Management Co. of Jacksonville, LLC (collectively "Xspedius"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280, 1.340, and 1.350 of the Florida Rules of Civil Procedure, hereby provides these revised responses and objections to BellSouth Telecommunications, Inc.'s (hereinafter "BellSouth") First Set of Interrogatories and First Request for Production of Documents to Xspedius served in Florida on October 17, 2003 (and served to Xspedius in the other eight BellSouth states thereafter), and, to the extent necessary, hereby moves the Florida Public Service Commission (hereinafter the "Commission") (and other commissions, as necessary) for a protective order. Pursuant to the separate agreement between BellSouth and Xspedius, Xspedius is providing its responses today and will provide to BellSouth certain confidential information, identified below, pursuant to the separate protective agreement of the parties. These responses revise the previously filed Florida responses of Xspedius Communications, LLC, which were Florida-specific, to provide regionwide responses. These

responses are revised responses in Florida, but the first such responses provided to BellSouth in each of the other BellSouth states.

**I. General Objections**

Xspedius makes the following revised regionwide General Objections to BellSouth's First Set of Interrogatories and First Request for Production of Documents, including the applicable definitions and general instructions therein ("BellSouth discovery"), which as appropriate will be incorporated into each relevant response when Xspedius' responses are served on BellSouth.

1. Xspedius objects to the BellSouth discovery to the extent that such discovery seeks to impose an obligation on Xspedius to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this case on the grounds that such discovery is overly broad, unduly burdensome, oppressive, and not permitted by applicable discovery rules. Xspedius further objects to any and all BellSouth discovery that seeks to obtain information from Xspedius for Xspedius subsidiaries, affiliates, or other related Xspedius entities that are not certificated by the Commission.

2. Xspedius has interpreted the BellSouth discovery to apply to Xspedius' regulated intrastate operations in Florida and will limit its responses accordingly. To the extent that any BellSouth discovery is intended to apply to matters that take place outside the state of Florida and which are not related to Florida intrastate operations subject to the jurisdiction of the Commission, Xspedius objects to such request as irrelevant, overly broad, unduly burdensome, and oppressive.

3. Xspedius objects to the BellSouth discovery to the extent that such discovery calls for information which is exempt from discovery by virtue of the attorney-client privilege, work product privilege, or other applicable privilege.

4. Xspedius objects to the BellSouth discovery insofar as such discovery is vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations and are not properly defined or explained for purposes of these requests.

5. Xspedius objects to the BellSouth discovery insofar as such discovery is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action.

6. Xspedius objects to the BellSouth discovery insofar as it seeks information or documents, or seek to impose obligations on Xspedius which exceed the requirements of the Florida Rules of Civil Procedure or Florida law.

7. Xspedius objects to providing information to the extent that such information is already in the public record before the Florida Public Service Commission, the FCC, is otherwise publicly available, or which is already in the possession, custody, or control of BellSouth.

8. Xspedius objects to the BellSouth discovery to the extent that such discovery is overly broad, unduly burdensome, expensive, oppressive, or excessively time consuming as written.

9. Xspedius objects to each and every request to the extent that the information requested constitutes "trade secrets" which are privileged pursuant to Section 90.506, Florida Statutes. To the extent that BellSouth's requests seek proprietary confidential business information which is not the subject of the "trade secrets" privilege, Xspedius will make such

information available to counsel for BellSouth pursuant to an appropriate Protective Agreement, subject to any other general or specific objections contained herein.

10. Xspedius is a corporation with employees located in many different locations in Florida and in other states. In the course of its business, Xspedius creates countless documents that are not subject to Florida Public Service Commission or FCC retention of records requirements. These documents are kept in numerous locations and are frequently moved from site to site as employees change jobs or as the business is reorganized. Therefore, it is possible that not every document has been identified in response to these requests. Xspedius will conduct a reasonable and diligent search of those files that are reasonably expected to contain the requested information. To the extent that the BellSouth discovery purports to require more, Xspedius objects on the grounds that compliance would impose an undue burden or expense.

11. Xspedius objects to the BellSouth discovery that seeks to obtain “all,” “each,” or “every” document, item, customer, or other such piece of information to the extent that such discovery is overly broad and unduly burdensome.

12. Xspedius objects to the BellSouth discovery to the extent such discovery seeks to have Xspedius create documents not in existence at the time of the request.

13. Xspedius objects to the BellSouth discovery as overly broad and unduly burdensome to the extent that such discovery is not limited to any stated period of time or a stated period of time that is longer than is relevant for purposes of the issues in this docket.

14. In light of the short period of time Xspedius has been afforded to respond to the BellSouth discovery, the development of Xspedius’ positions and potentially responsive information to the BellSouth requests is necessarily ongoing and continuing. This process is further complicated since at this point in time, the actual issues to be set forth for hearing in this

docket have not yet been established by order of the Commission. Accordingly, these are preliminary objections to comply with the Commission's September 22, 2003, order Xspedius reserves the right to supplement, revise, or modify its objections at the time that it serves its actual responses to the BellSouth discovery. However, Xspedius does not assume an affirmative obligation to supplement its answers on an ongoing basis, contrary to the BellSouth General Instruction.

15. Xspedius objects to the BellSouth discovery to the extent that it seeks disclosure of facts known and opinions held by experts acquired and/or developed in anticipation of litigation or for hearing and outside the scope of discoverable information pursuant to Rule 1.280(4) of the Florida Rules of Civil Procedure.

16. Xspedius objects to the BellSouth discovery to the extent that the definitions operate to seek discovery of matters other than those subject to the jurisdiction of the Commission, pursuant to the FCC's Triennial Review Order, Florida Administrative Code, and Florida statutes.

17. Xspedius objects to the BellSouth discovery to the extent that it asks for information that may not be available in precisely the same format, category, or definitions from Xspedius systems, which systems are limited in terms of their capacity to produce unlimited reports and information in any format, category or definition requested.

## **II. Specific Objections**

Xspedius makes the following revised regionwide Specific Objections to BellSouth's First Set of Interrogatories and First Request for Production of Documents, including the applicable definitions and general instructions expressed therein ("BellSouth discovery"), which

as appropriate will be incorporated into each relevant response when Xspedius' responses are served on BellSouth.

18. Xspedius objects to each and every interrogatory or request for production that seeks information regarding enterprise customers as such discovery is irrelevant for purposes of this docket and is not reasonably calculated to lead to the discovery of admissible evidence since the scope of this proceeding, as set forth by the FCC and the Commission, is limited to local circuit switching for mass market customers.

19. Xspedius objects to each and every interrogatory or request for production that seeks information regarding non-switched services (e.g., services that do not depend on local Class 5 switches) except for non-switched services (e.g., DSL) provided on loops that are also used to provide switched services), as such discovery is irrelevant for purposes of this docket and is not reasonably calculated to lead to the discovery of admissible evidence since the scope of this proceeding, as set forth by the FCC and the Commission, is limited to local circuit switching for mass market customers.

20. Xspedius objects to each and every interrogatory or request for production that seeks information regarding Xspedius' operations in ILEC service areas other than the BellSouth ILEC service area within the state of Florida as such information is irrelevant to BellSouth's case in this docket and such discovery is overly broad and unduly burdensome.

21. Xspedius objects to each and every interrogatory or request for production that seeks to obtain information regarding "former officers, employees, agents, directors, and all other persons acting or purporting to act on behalf of Xspedius" as such information is not within Xspedius' control, would be unduly burdensome to attempt to obtain and is likely irrelevant.

22. Xspedius objects to the definitions for “qualifying service” and “non-qualifying service,” and each and every interrogatory or request for production that includes such terms, as Xspedius does not use such terms in the ordinary course of business and answering in these terms would require Xspedius to provide a legal interpretation of the FCC’s terms. With the exception of the specific services the FCC has designated as qualifying or non-qualifying, the term is not clearly defined by the FCC or by BellSouth. For example, as the FCC stated in footnote 466 of the TRO Order (FCC 03-36, released August 21, 2003), the terms in question are intended for another, unrelated purpose: “Our list is intended to identify general categories of services that would qualify as eligible services. It is not intended to be an exhaustive list or to identify services in a more particular manner.” Accordingly, the terms in question are not relevant to the subject matter of this proceeding. Moreover, such discovery is overly broad and it would be unduly burdensome for Xspedius to respond to such ambiguous discovery.

23. Xspedius objects to the definitions for “hot cut,” “batch hot cut,” and “individual hot cut,” and each and every interrogatory or request for production that includes such terms, as such definitions are vague in that it is not clear whether or to what extent BellSouth’s practices are consistent with the FCC’s use of such terms, however such terms may be defined by the FCC. Thus, such discovery is overly broad and it would be unduly burdensome for Xspedius to respond to such ambiguous discovery. Xspedius further objects to BellSouth’s use of such terms as they apply to BellSouth’s individual hot cut process as Xspedius is not privy to each and every process or procedure employed by BellSouth in implementing such hot cuts.

24. Xspedius objects to each and every interrogatory or request for production that seeks information regarding Xspedius’ projections regarding future services, revenues, marketing strategies, equipment deployments, or other such future business plans as such



requests are trade secrets and, for purposes of this proceeding, would be highly speculative and irrelevant to the issues to be decided in this docket.

### **III. Regionwide Objections and Responses**

25. Xspedius makes the foregoing general and specific objections and provides the following responses to BellSouth's First Set of Interrogatories and Request for Production of Documents regionwide in all states throughout the BellSouth region. Where Xspedius has already filed general or specific objections in Triennial Review proceedings in a particular state, including but not limited to North Carolina or Tennessee, Xspedius hereby incorporates those general and specific objections.

26. To the extent the foregoing general or specific objections refer to "Florida", the Florida code, or Florida statutes, the same objection prevails in relation to the other BellSouth states.

### **INTERROGATORIES**

**INTERROGATORY 1.** Identify each switch owned by Xspedius that Xspedius uses to provide a qualifying service anywhere in Florida, irrespective of whether the switch itself is located in the State and regardless of the type of switch (e.g., circuit switch, packet switch, soft switch, host switch, remote switch).

**XSPEDIUS RESPONSE:** Xspedius adopts and incorporates its General Objection 4, 8, and 9, and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, Xspedius states as follows: Xspedius will provide to BellSouth certain regionwide confidential switch data pursuant to the protective agreement between the parties in the attached confidential document identified as XSPEDIUS – ALL-INT-1.

Response provided by: Objections provided by Counsel. Response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**INTERROGATORY 2.** For each switch identified in response to Interrogatory No. 1, please:  
(a) provide the Common Language Location Identifier ("CLLI") code of the switch;

**4.INTERROGATORY 4.** For each switch identified in response to Interrogatory No. 3, please:

- (a) identify the person that owns the switch;
- (b) provide the Common Language Location Identifier ("CLLI") code of the switch;
- ~~(b)~~(c) provide the street address, including the city and state in which the switch is located;
- ~~(b)~~(d) identify the type of switch by manufacturer and model (e.g., Nortel DMS100);
- ~~(b)~~(e) describe in detail the arrangement by which you are making use of the switch, including stating whether you are leasing the switch or switching capacity on the switch;
- ~~(b)~~(f) identify all documents referring or relating to the rates, terms, and conditions of Xspedius's use of the switch; and
- ~~(b)~~(g) provide information relating to the switch as contained in Telcordia's Local Exchange Routing Guide ("LERG"); or, state if the switch is not identified in the LERG.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 4 and 8 and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, Xspedius states as follows: See Response to Interrogatory No. 3.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**5.INTERROGATORY 5.** Identify by name, address, and CLLI code each ILEC wire center area, i.e., the territory served by the wire center, in which you provide qualifying service to any end user customers in Florida utilizing any of the switches identified in response to Interrogatory No. 1. If you assert that you cannot identify or do not know how to ascertain the boundaries of a wire center area, provide the requested information for the ILEC exchange in which your end user customer is located.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 5, 7, 8, 9 and 13, and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, Xspedius states as follows: although Xspedius does not classify customers as receiving "qualifying" or "non-qualifying" service, which terms are newly coined, Xspedius will provide to BellSouth a list of wire centers regionwide in which Xspedius serves local customers using the switches identified in response to Interrogatory No. 1 in the attached confidential document identified as XSPEDIUS -- ALL-INT-3(a) through 3(i) respectively by state. (Xspedius withdraws XSPEDIUS FL-INT-3 which is being replaced by the relevant portion of XSPEDIUS ALL-INT-3.)

Response provided by: Objections provided by Counsel. Substantive response provided by

Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**6.INTERROGATORY 6.** For each ILEC wire center area identified in the foregoing Interrogatory (or ILEC exchange if you do not provide the information by wire center area) identify the total number of voice-grade equivalent lines you are providing to end user customers in that wire center area from the switches identified in response to Interrogatory 1.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9 and 17 and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, XSPEDIUS states as follows: Xspedius will provide to BellSouth responsive information relating to VGEs Xspedius provides to local end user customers by wire center in the attached confidential document identified as XSPEDIUS – ALL-INT-3(a) through 3(i), respectively by state.

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**7.INTERROGATORY 7.** With regard to the voice-grade equivalent lines identified by ILEC wire center area (or ILEC exchange) in response to Interrogatory 6, separate the lines by end user and end user location in the following manner:

- (a) The number of end user customers to whom you provide one (1) voice-grade equivalent line;
- ~~(a)~~(b) The number of end user customers to whom you provide two (2) voice-grade equivalent lines;
- ~~(a)~~(c) The number of end user customers to whom you provide three (3) voice-grade equivalent lines;
- ~~(a)~~(d) The number of end user customers to whom you provide four (4) voice-grade equivalent lines;
- ~~(a)~~(e) The number of end user customers to whom you provide five (5) voice-grade equivalent lines;
- ~~(a)~~(f) The number of end user customers to whom you provide six (6) voice-grade equivalent lines;
- ~~(a)~~(g) The number of end user customers to whom you provide seven (7) voice-grade equivalent lines;
- ~~(a)~~(h) The number of end user customers to whom you provide eight (8) voice-grade equivalent lines;
- ~~(a)~~(i) The number of end user customers to whom you provide nine (9) voice-grade equivalent lines;
- ~~(a)~~(j) The number of end user customers to whom you provide ten (10) voice-grade equivalent lines;

- ~~(a)(k)~~ The number of end user customers to whom you provide eleven (11) voice-grade equivalent lines;
- ~~(a)(l)~~ The number of end user customers to whom you provide twelve (12) voice-grade equivalent lines; and
- ~~(a)(m)~~ The number of end user customers to whom you provide more than twelve (12) voice-grade equivalent lines.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9 and 17 and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, Xspedius states as follows: Xspedius does not track or maintain this information in the format requested.

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**8.INTERROGATORY 8.** Identify by name, address, and CLLI code each ILEC wire center area, i.e., the territory served by the wire center, in which you provide qualifying service to any end user customers in Florida utilizing any of the switches identified in response to Interrogatory No. 3. If you assert that you cannot identify or do not know how to ascertain the boundaries of a wire center area, provide the requested information for the ILEC exchange in which your end user is located.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 4 and 8, and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, Xspedius states as follows: Xspedius has provided a list of all its switches used to provide qualifying service regionwide in response to Interrogatory No. 1.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**9.INTERROGATORY 9.** For each ILEC wire center area identified in the foregoing Interrogatory (or ILEC exchange if you do not provide the information by wire center area) identify the total number of voice-grade equivalent lines you are providing to end user customers in that wire center area from the switches identified in response to Interrogatory No. 3.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 4 and 8, and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, Xspedius states as follows: Xspedius has provided a list of all its switches used to provide qualifying service regionwide in response to Interrogatory No. 1.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven

Blvd., O'Fallon, MO 63366.

**10.INTERROGATORY 10.** With regard to the voice-grade equivalent lines identified by ILEC wire center area (or ILEC exchange) in response to Interrogatory 9, separate the lines by end user and end user location in the following manner:

- (a) The number of end user customers to whom you provide one (1) voice-grade equivalent line;
- ~~(a)~~(b) The number of end user customers to whom you provide two (2) voice-grade equivalent lines;
- ~~(a)~~(c) The number of end user customers to whom you provide three (3) voice-grade equivalent lines;
- ~~(a)~~(d) The number of end user customers to whom you provide four (4) voice-grade equivalent lines;
- ~~(a)~~(e) The number of end user customers to whom you provide five (5) voice-grade equivalent lines;
- ~~(a)~~(f) The number of end user customers to whom you provide six (6) voice-grade equivalent lines;
- ~~(a)~~(g) The number of end user customers to whom you provide seven (7) voice-grade equivalent lines;
- ~~(a)~~(h) The number of end user customers to whom you provide eight (8) voice-grade equivalent lines;
- ~~(a)~~(i) The number of end user customers to whom you provide nine (9) voice-grade equivalent lines;
- ~~(a)~~(j) The number of end user customers to whom you provide ten (10) voice-grade equivalent lines;
- ~~(a)~~(k) The number of end user customers to whom you provide eleven (11) voice-grade equivalent lines;
- ~~(a)~~(l) The number of end user customers to whom you provide twelve (12) voice-grade equivalent lines; and
- ~~(a)~~(m) The number of end user customers to whom you provide more than twelve (12) voice-grade equivalent lines;

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9 and 17 and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, Xspedius states as follows: Xspedius does not track or maintain this information in the format requested. In addition, Xspedius has provided a list of all its switches used to provide qualifying service regionwide in response to Interrogatory No. 1.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**11.INTERROGATORY 11.** Identify by name, address, and CLLI code each ILEC wire center area, i.e., the territory served by the wire center, in which you provide qualifying

service to any end user customers in Florida using an ILEC's switch either on an unbundled or resale basis. If you assert that you cannot identify or do not know how to ascertain the boundaries of a wire center area, provide the requested information for the ILEC exchange in which your end user customer is located.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 5, 7, 8, 9 and 13, and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, Xspedius states as follows: although Xspedius does not classify customers as receiving "qualifying" or "non-qualifying" service, which terms are newly coined, Xspedius will provide to BellSouth a list of wire centers regionwide in which Xspedius serves local customers using an ILEC's switch in the attached confidential document identified as XSPEDIUS – ALL-INT-3(a) through 3(i), respectively by state. (Xspedius withdraws XSPEDIUS FL-INT-4 which is being replaced by the relevant portion of XSPEDIUS ALL-INT-4.)

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**12.INTERROGATORY 12.** For each ILEC wire center area identified in the foregoing Interrogatory (or ILEC exchange if you do not provide the information by wire center area) identify the total number of voice-grade equivalent lines you are providing to end user customers in that wire center area using an ILEC's switch either on an unbundled or resale basis.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9 and 17 and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, Xspedius states as follows: Xspedius will provide to BellSouth responsive information relating to VGEs Xspedius provides to local end user customers by wire center in which Xspedius serves customers using an ILEC's switch in the attached confidential document identified as XSPEDIUS – ALL-INT-3(a) through 3(i), respectively by state.

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**13.INTERROGATORY 13.** With regard to the voice-grade equivalent lines identified by ILEC wire center area (or ILEC exchange) in response to Interrogatory 12, separate the lines by end user and end user location in the following manner:

- (a) The number of end user customers to whom you provide one (1) voice-grade equivalent line;
- ~~(a)~~(b) The number of end user customers to whom you provide two (2) voice-grade equivalent lines;

- ~~(a)~~(c) The number of end user customers to whom you provide three (3) voice-grade equivalent lines;
- ~~(a)~~(d) The number of end user customers to whom you provide four (4) voice-grade equivalent lines;
- ~~(a)~~(e) The number of end user customers to whom you provide five (5) voice-grade equivalent lines;
- ~~(a)~~(f) The number of end user customers to whom you provide six (6) voice-grade equivalent lines;
- ~~(a)~~(g) The number of end user customers to whom you provide seven (7) voice-grade equivalent lines;
- ~~(a)~~(h) The number of end user customers to whom you provide eight (8) voice-grade equivalent lines;
- ~~(a)~~(i) The number of end user customers to whom you provide nine (9) voice-grade equivalent lines;
- ~~(a)~~(j) The number of end user customers to whom you provide ten (10) voice-grade equivalent lines;
- ~~(a)~~(k) The number of end user customers to whom you provide eleven (11) voice-grade equivalent lines;
- ~~(a)~~(l) The number of end user customers to whom you provide twelve (12) voice-grade equivalent lines; and
- ~~(a)~~(m) The number of end user customers to whom you provide more than twelve (12) voice-grade equivalent lines;

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9 and 17 and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, XSPEDIUS states as follows: Xspedius does not track or maintain this information in the format requested.

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Wingham Blvd., O'Fallon, MO 63366.

**14.INTERROGATORY 14.** Do you offer to provide or do you provide switching capacity to another local exchange carrier for its use in providing qualifying service anywhere in the nine states in the BellSouth region. If the answer to this Interrogatory is in the affirmative, for each switch that you use to offer or provide such switching capacity, please:

- (a) Provide the Common Language Location Identifier ("CLLI") code of the switch;
- (b) Provide the street address, including the city and state in which the switch is located;
- ~~(b)~~(c) Identify the type of switch by manufacturer and model (e.g., Nortel DMS100);
- ~~(b)~~(d) State the total capacity of the switch by providing the maximum number of voice-grade equivalent lines the switch is capable of serving, based on the switch's existing configuration and component parts;

~~(b)(c)~~ State the number of voice-grade equivalent lines the switch is currently serving based on the switch's existing configuration and component parts; and

~~(b)(f)~~ Identify all documents referring or relating to the rates, terms, and conditions of Xspedius's provision of switching capability.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9 and 17 and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, XSPEDIUS states as follows: Xspedius does not provide such switching anywhere in the nine states in the BellSouth region.

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**15.INTERROGATORY 15.** Identify every business case in your possession, custody or control that evaluates, discusses, analyzes or otherwise refers or relates to the offering of a qualifying service using: (1) the Unbundled Network Element Platform (UNE-P), (2) self-provisioned switching, (3) switching obtained from a third party provider other than an ILEC, or (4) any combination of these items.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 2, 3, 5, 8, 9, 11, and 13, and its Specific Objections 18 and 22, as if set forth herein verbatim.

Response provided by: Objections provided by Counsel.

**16.INTERROGATORY 16.** Identify any documents that you have provided to any of your employees or agents, or to any financial analyst, bank or other financial institution, shareholder or any other person that describes, presents, evaluates or otherwise discusses in whole or part, how you intend to offer or provide local exchange service, including but not limited to such things as the markets in which you either do participate or intend to participate, the costs of providing such service, the market share you anticipate obtaining in each market, the time horizon over which you anticipate obtaining such market share, and the average revenues you expect per customer.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 2, 3, 5, 8, 9, 11, and 13, and its Specific Objection 18, as if set forth herein verbatim.

Response provided by: Objections provided by Counsel.

**17.INTERROGATORY 17.** If not identified in response to a prior Interrogatory, identify every document in your possession, custody, or control referring or relating to the financial viability of self-provisioning switching in your providing qualifying services to end user customers.



XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 2, 3, 5, 8, 9, 11, and 13, and its Specific Objections 18 and 22, as if set forth herein verbatim.

Response provided by: Objections provided by Counsel.

**18.INTERROGATORY 18.** Do you have switches that are technically capable of providing, but are not presently being used to provide, a qualifying service in Florida? If the answer to this Interrogatory is in the affirmative, please:

- (a) provide the Common Language Location Identifier (“CLLI”) code of the switch;
- (b) provide the street address, including the city and state in which the switch is located;
- ~~(b)~~(c) identify the type of switch by manufacturer and model (e.g., Nortel DMS100);
- ~~(b)~~(d) state the total capacity of the switch by providing the maximum number of voice-grade equivalent lines the switch is capable of serving, based on the switch’s existing configuration and component parts;
- ~~(b)~~(e) state the number of voice-grade equivalent lines the switch is currently serving based on the switch’s existing configuration and component parts; and
- ~~(b)~~(f) identify any documents in your possession, custody or control that discuss, evaluate, analyze or otherwise refer or relate to whether those switches could be used to provide a qualifying service in Florida.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 3, 9, and 11, and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, Xspedius states as follows: Xspedius has no such switches anywhere in the BellSouth region.

XSPEDIUS RESPONSE: Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O’Fallon, MO 63366.

**19.INTERROGATORY 19.** Identify each MSA in Florida where you are currently offering a qualifying service without regard to whether you are offering the service using your own facilities, UNE-P, resale, or in some other fashion.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12 and 17 and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, Xspedius states as follows: Xspedius does not classify its service areas by MSA. Xspedius also does not classify its services as qualifying or nonqualifying, which terms were only recently coined by the FCC. Information on Xspedius local service areas is available in Xspedius’ local tariffs, which are publicly filed with the state

commissions, and portions of which are attached hereto as XSPEDIUS ALL-INT-4. Additional information relating to local customers is available in Confidential attachment XSPEDIUS ALL-INT-3(a) through (i), for each state respectively.

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**20-INTERROGATORY 20.** If you offer a qualifying service outside of the MSAs identified in response to Interrogatory 19, identify those geographic areas either by describing those areas in words or by providing maps depicting the geographic areas in which you offer such service, without regard to whether you are offering the service using your own facilities, UNE-P, resale, or in some other fashion.

Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12 and 17 and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, Xspedius states as follows: Xspedius does not classify its service areas by MSA. Xspedius also does not classify its services as qualifying or nonqualifying, which terms were only recently coined by the FCC. Information on Xspedius local service areas is available in Xspedius' local tariffs, which are publicly filed with the state commissions, and portions of which are attached hereto as XSPEDIUS ALL-INT-4. Additional information relating to where Xspedius provides local service is available in Confidential attachment XSPEDIUS ALL-INT-3(a) through (i), for each state respectively.

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**21-INTERROGATORY 21.** Describe with particularity the qualifying services that you offer in the geographic areas described in response to Interrogatories 19 and 20, including the rates, terms, and conditions under which such services are offered. If the qualifying services you offer in those areas vary by area, provide a separate statement of services offered and the rates, terms, and conditions for such services in each area. If this information is contained on a publicly available web site that clearly identifies the relevant geographic areas and identifies the relevant rates, terms and conditions for such areas, it will be a sufficient answer to identify that web site. It will not be a sufficient response if the web site requires the provision of a telephone number or series of telephone numbers in order to identify the geographic area in which you provide such service, or the rates, terms and conditions upon which service is provided.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12 and 17 and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, Xspedius states as follows: Xspedius does not classify its service areas by MSA. Xspedius also does not classify its services as qualifying or nonqualifying, which terms were only recently coined by the FCC. Information on Xspedius

services and service areas is available in Xspedius' local tariffs, which are publicly filed with the state commissions, and portions of which are attached hereto as XSPEDIUS ALL-INT-4. Additional information on where Xspedius provides local service is available in Confidential attachment XSPEDIUS ALL-INT-3(a) through (i), for each state respectively.

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**INTERROGATORY 22.** Identify each MSA in Florida where you are currently offering a non-qualifying service without regard to whether you are offering the service using your own facilities, UNE-P, resale, or in some other fashion.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, XSPEDIUS states as follows: Xspedius does not classify its service areas by MSA. Xspedius also does not classify its services as qualifying or nonqualifying, which terms were only recently coined by the FCC. Information on Xspedius interLATA services and service areas is available in Xspedius intrastate long distance tariffs, which are publicly filed with the state commissions, and portions of which are attached hereto as XSPEDIUS ALL-INT-5(a) through (i) respectively. Xspedius interstate rates, terms and conditions can be found at [www.xspedius.com/support/agreements.shtml](http://www.xspedius.com/support/agreements.shtml). Xspedius only offers long distance service to customers to which it also offers local service. Additional information relating to Xspedius local service areas can be found in the Xspedius local tariffs, portions of which are attached hereto as XSPEDIUS ALL-INT-4. Additional information as to where Xspedius provides local service is provided in Confidential attachment XSPEDIUS ALL-INT-3(a) through (i) respectively.

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**23. INTERROGATORY 23.** If you offer a non-qualifying service outside of the MSAs identified in response to Interrogatory 22, identify those geographic areas either by describing those areas in words or by providing maps depicting the geographic areas in which you offer such service, without regard to whether you are offering the service using your own facilities, UNE-P, resale, or in some other fashion.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, Xspedius S states as follows: Xspedius does not classify its service areas by MSA. Xspedius also does not classify its services as qualifying or nonqualifying, which terms were only recently coined by the FCC. Information on Xspedius services and service areas is available in Xspedius intrastate long distance tariffs, which are publicly filed with the Florida Commission, and portions of which are attached hereto as

XSPEDIUS ALL-INT-5(a) through (i) respectively. Xspedius interstate rates, terms and conditions can be found at [www.xspedius.com/support/agreements.shtml](http://www.xspedius.com/support/agreements.shtml). Xspedius only offers long distance service to customers to which it also offers local service. Additional information relating to Xspedius local service areas can be found in the Xspedius local tariffs, portions of which are attached hereto as XSPEDIUS ALL-INT-4. Additional information as to where Xspedius provides local service is provided in Confidential attachment XSPEDIUS ALL-INT-3(a) through (i) respectively.

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**24.INTERROGATORY 24.** Describe with particularity the non-qualifying services that you offer in the geographic areas described in response to Interrogatories 22 and 23, including the rates, terms, and conditions under which such services are offered. If the non-qualifying services you offer in those areas vary by area, provide a separate statement of services offered and the rates, terms, and conditions for such services in each area. If this information is contained on a publicly available web site that clearly identifies the relevant geographic areas and identifies the relevant rates, terms and conditions for such areas, it will be a sufficient answer to identify that web site. It will not be a sufficient response if the web site requires the provision of a telephone number or series of telephone numbers in order to identify the geographic area in which you provide such service, or the rates, terms and conditions upon which service is provided.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, Xspedius states as follows: Xspedius does not classify its service areas by MSA. Xspedius also does not classify its services as qualifying or nonqualifying, which terms were only recently coined by the FCC. Information on Xspedius services and service areas is available in Xspedius intrastate long distance tariffs, which are publicly filed with the state commissions, and portions of which are attached hereto as XSPEDIUS ALL-INT-5(a) through (i) respectively. Xspedius interstate rates, terms and conditions can be found at [www.xspedius.com/support/agreements.shtml](http://www.xspedius.com/support/agreements.shtml). Additional information relating to service areas is available in Confidential attachment XSPEDIUS ALL-INT-3(a) through (i) respectively.

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**25.INTERROGATORY 25.** Please state the total number of end users customers in the State of Florida to whom you only provide qualifying service.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to,

and without waiving these objections, Xspedius states as follows: Xspedius does not classify its services as qualifying or nonqualifying, which terms were only recently coined by the FCC. Xspedius hereby withdraws its confidential attachment XSPEDIUS FL-INT-7. Information relating to total number of Xspedius local end user customers by state is contained in XSPEDIUS ALL-INT-3(a) through (i) respectively.

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**26.INTERROGATORY 26.** For those end user customers to whom you only provide qualifying service in the State of Florida, please state the average monthly revenues you receive from each such end user customer.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, Xspedius states as follows: Xspedius does not classify its services as qualifying or nonqualifying, which terms were only recently coined by the FCC. Xspedius does not track average monthly revenues for its Florida customers.

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**27.INTERROGATORY 27.** For those end user customers to whom you only provide qualifying service in the State of Florida, please state the average number of lines that you provide each such end user customer.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, Xspedius states as follows: Xspedius does not classify its services as qualifying or nonqualifying, which terms were only recently coined by the FCC. Xspedius does not track the average number of lines for its Florida customers.

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**28.INTERROGATORY 28.** Please state the total number of end users customers in the State of Florida to whom you only provide non-qualifying service.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, Xspedius states as follows: Xspedius does not classify its services as qualifying or nonqualifying, which terms were only recently coined by the FCC. The

confidential total number of Xspedius customers in Florida is attached hereto in Confidential attachment XSPEDIUS FL-INT-7.

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**29.INTERROGATORY 29.** For those end user customers to whom you only provide non-qualifying service in the State of Florida, please state the average monthly revenues you receive from each such end user customer.

XSPEDIUS RESPONSE: XSPEDIUS adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, XSPEDIUS states as follows: Xspedius does not classify its services as qualifying or nonqualifying, which terms were only recently coined by the FCC. Xspedius does not track average monthly revenues for its Florida customers.

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**30.INTERROGATORY 30.** Please state the total number of end users customers in the State of Florida to whom you provide both qualifying and non-qualifying service.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 22, as if set forth herein verbatim. Subject to, and without waiving these objections, Xspedius states as follows: the confidential total number of Xspedius customers in Florida is attached hereto in Confidential attachment XSPEDIUS FL-INT-7.

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**31.INTERROGATORY 31.** For those end user customers to whom you provide qualifying and non-qualifying service in the State of Florida, please state the average monthly revenues you receive from each such end user customer.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 22, as if set forth herein verbatim.

Response provided by: Objections provided by Counsel.

**32.INTERROGATORY 32.** For those end user customers to whom you provide qualifying and non-qualifying service in the State of Florida, please state the average number of lines that you provide each such end user customer.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 22, as if set forth herein verbatim.

Response provided by: Objections provided by Counsel.

**INTERROGATORY 33.** Please provide a breakdown of the total number of end user customers served by Xspedius in Florida by class or type of end user customers (e.g., residential customers, small business customers, mass market customers, enterprise customers, or whatever type of classification that you use to classify your customers. For each such classification, and/or if you provide another type of classification, define and describe with specificity the classification so that it can be determined what kinds of customers you have in each classification).

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objection 18, as if set forth herein verbatim. Subject to, and without waiving these objections, Xspedius states as follows: Xspedius classifies its customers as residential and business customers. The Confidential breakdown by certain categories is provided in Confidential attachment XSPEDIUS ALL-INT-3.

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**34.INTERROGATORY 34.** For each class or type of end user customer referenced in Interrogatory No. 33, please state the average acquisition cost for each such end user class or type. Please provide this information for each month from January 2000 to the present.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objection 18, as if set forth herein verbatim. Subject to and without waiving these objections, X Xspedius states as follows: Xspedius did not begin operating regionwide until June 2002 and does not track the information requested herein.

Response provided by: Objections provided by Counsel. Substantive responses provided by Ricky El-Mogazi, Vice President, Financial Planning and Analysis, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**35.INTERROGATORY 35.** For each class or type of end user customer referenced in Interrogatory No. 33, please state the typical churn rate for each such end user class or type. Please provide this information for each month from January 2000 to the present.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objection 18, as if set forth herein verbatim. Subject to and without waiving these objections, Xspedius states as follows: Xspedius did not begin operating regionwide until June 2002. Xspedius will provide certain broader customer churn rates regionwide in Confidential attachment XSPEDIUS ALL-INT-3.

Response provided by: Objections provided by Counsel. Substantive responses provided by Ricky El-Mogazi, Vice President, Financial Planning and Analysis, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**36.INTERROGATORY 36.** For each class or type of end user customer referenced in Interrogatory No. 33, please state the share of the local exchange market you have obtained. Please provide this information for each month from January 2000 to the present.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objection 18, as if set forth herein verbatim. Subject to and without waiving these objections, Xspedius states as follows: Xspedius did not begin operating regionwide until June 2002 and does not track the information requested herein.

Response provided by: Objections provided by Counsel. Substantive responses provided by Ricky El-Mogazi, Vice President, Financial Planning and Analysis, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**37.INTERROGATORY 37.** Identify any documents in your possession, custody or control that evaluate, discuss or otherwise refer or relate to your cumulative market share of the local exchange market in Florida.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objection 18 as if set forth herein verbatim. Subject to and without waiving these objections, Xspedius states as follows: Xspedius did not begin operating regionwide until June 2002, does not track the information requested herein, and has not identified any such documents.

Response provided by: Objections provided by Counsel. Substantive responses provided by Ricky El-Mogazi, Vice President, Financial Planning and Analysis, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.



**38.INTERROGATORY 38.** Identify any documents in your possession, custody or control that evaluate, discuss or otherwise refer or relate to any projections that you have made regarding your cumulative market share growth in the local exchange market in Florida.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objection 18 and 24 as if set forth herein verbatim. Subject to and without waiving these objections, Xspedius states as follows: Xspedius has not identified any such documents.

Response provided by: Objections provided by Counsel. Substantive responses provided by Ricky El-Mogazi, Vice President, Financial Planning and Analysis, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**39.INTERROGATORY 39.** Describe how the marketing organization that is responsible for marketing qualifying service in Florida is organized, including the organization's structure, size in terms of full time or equivalent employees including contract and temporary employees, and the physical work locations for such employees. In answering this Interrogatory, please state whether you utilize authorized sales representatives in your marketing efforts in Florida, and, if so, describe with particularity the nature, extent, and rates, terms, and conditions of such use.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 16 and 17 and its Specific Objection 18, 22 and 24 as if set forth herein verbatim.

Response provided by: Objections provided by Counsel.

**40.INTERROGATORY 40.** How do you determine whether you will serve an individual customer's location with multiple DSOs or whether you are going to use a DS1 or larger transmission system? Provide a detailed description of the analysis you would undertake to resolve this issue, and identify the factors that you would consider in making this type of a decision.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objection 18, as if set forth herein verbatim. Subject to, and without waiving these objections, Xspedius states as follows: the analysis in question is a case by case analysis driven by each individual customer's circumstances, including the customer's determinations as to their preferred type of service.

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**41.INTERROGATORY 41.** Is there a typical or average number of DS0s at which you would chose to serve a particular customer with a DS1 or larger transmission system, all other things being equal? If so, please provide that typical or average number and explain how this number was derived.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objection 18, as if set forth herein verbatim. Subject to, and without waiving these objections, Xspedius states as follows: there is no typical or average number of DS0s because the analysis in question is a case by case analysis driven by each individual customer's circumstances, including the customer's determination as to their preferred type of service.

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**42.INTERROGATORY 42.** What additional equipment, if any, would be required (on the customer's side of the demarcation point rather than on network side of the demarcation point) to provide service to a customer with a DS1 rather than multiple DS0s? For instance, if a customer had 10 DS0s, and you want to provide the customer with the same functionality using a DS1, would a D-4 channel bank, or a digital PBX be required in order to provide equivalent service to the end user that has 10 DS0s? If so, please provide the average cost of the equipment that would be required to provide that functional equivalency (that is, the channel bank, or the PBX or whatever would typically be required should you decide to serve the customer with a DS1 rather than multiple DS0s.)

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objection 18, as if set forth herein verbatim. Subject to, and without waiving these objections, Xspedius states as follows: Xspedius objects to this question as vague and overbroad, given the wide variety of products and services offered by Xspedius and the myriad arrangements that a customer could request. Digital PBXs and channel banks could certainly be included in the list of equipment that might be required in any given instance. Xspedius does not track the average cost of such equipment.

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**43.INTERROGATORY 43.** What cost of capital do you use in evaluating whether to offer a qualifying service in a particular geographic market and how is that cost of capital determined?

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objection 18, 22 and 24 as if set forth herein verbatim.

Response provided by: Objections provided by Counsel.

**44.INTERROGATORY 44.** With regard to the cost of capital you use in evaluating whether to provide a qualifying service in a particular geographic market, what are the individual components of that cost of capital, such as the debt-equity ratio, the cost of debt and the cost of equity?

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objection 18, 22 and 24 as if set forth herein verbatim.

Response provided by: Objections provided by Counsel.

**45.INTERROGATORY 45.** In determining whether to offer a qualifying service in a particular geographic market, what time period do you typically use to evaluate that offer? That is, do you use one year, five years, ten years or some other time horizon over which you evaluate the project?

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objection 18, 22 and 24 as if set forth herein verbatim.

Response provided by: Objections provided by Counsel.

**47.INTERROGATORY 46.** Provide your definition of sales expense as that term is used in your business.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim.

Response provided by: Objections provided by Counsel.

**INTERROGATORY 47.** Based on the definition of sales expense in the foregoing Interrogatory, please state how you estimate sales expense when evaluating whether to offer a qualifying service in a particular geographic market?

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18, 22 and 24 as if set forth herein verbatim.

Response provided by: Objections provided by Counsel.

**48.INTERROGATORY 48.** Provide your definition of general and administrative (G&A) costs as you use those terms in your business.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim.

Response provided by: Objections provided by Counsel.

**49.INTERROGATORY 49.** Based on the definition of G&A costs in the foregoing Interrogatory, please state how you estimate G&A expenses when evaluating whether to offer a qualifying service in a particular geographic market?

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objection 18, 22 and 24 as if set forth herein verbatim.

Response provided by: Objections provided by Counsel.

**50.INTERROGATORY 50.** For each day since January 1, 2000, identify the number of individual hot cuts that BellSouth has performed for Xspedius in each state in BellSouth's region.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Specifically, Xspedius objects to this question to the extent that it relates to BellSouth hot cuts because BellSouth has access to the same information as Xspedius. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius was not operating regionwide prior to June 2002. Xspedius does not track the number of individual hot cuts performed.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**51.INTERROGATORY 51.** For each individual hot cut identified in response to Interrogatory No. 50, state:

- i. Whether the hot cut was coordinated or not;
- ii. If coordinated, whether the hot cut occurred as scheduled;
- iii. If the hot cut did not occur as scheduled, state whether this was due to a problem with BellSouth, Xspedius, the end-user customer, or some third party, and describe with specificity the reason the hot cut did not occur as scheduled;
- iv. If there was a problem with the hot cut, state whether Xspedius complained in writing to BellSouth or anyone else.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Specifically, Xspedius objects to this question to the extent that it relates to BellSouth hot cuts because BellSouth has access to the same information as Xspedius. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: see response to Interrogatory 50.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**52.INTERROGATORY 52.** Does Xspedius have a preferred process for performing batch hot cuts? If the answer to this Interrogatory is in the affirmative, please describe this process with particularity and identify all documents that discuss, describe, or otherwise refer or relate to this preferred process.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius does not have a documented preferred process but Xspedius and its end user customers could be subjected to the batch hot cut process, so it is critical that process be seamless, electronic, and transparent to the customer.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**53.INTERROGATORY 53.** Does Xspedius have a preferred process for performing individual hot cuts? If the answer to this Interrogatory is in the affirmative, please describe this process with particularity and identify all documents that discuss, describe, or otherwise refer or relate to this preferred process.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius does not have a documented preferred process but any process should be seamless, electronic, and transparent to the customer. Moreover, individual hot cut arrangements are addressed in various respects in the parties' regionwide Interconnection Agreement, which BellSouth has.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**54.INTERROGATORY 54.** State whether Xspedius agrees that it jointly developed BellSouth's process for individual hot cuts with BellSouth as set forth in the parties' April 16, 2001 Memorandum of Understanding. If Xspedius does not agree, explain why and explain Xspedius's view of its involvement in the development of that process.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim.

Response provided by: Objections provided by Counsel.

**55.INTERROGATORY 55.** If Xspedius has a preferred process for individual hot cuts that differs from BellSouth's process, identify each specific step in Xspedius's process that differs from BellSouth's process.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: See response to Interrogatory 52.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**56.INTERROGATORY 56.** If Xspedius has a preferred process for bulk hot cuts that differs from BellSouth's process, identify each specific step in Xspedius's process that differs from BellSouth's process.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: See response to Interrogatory 52.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**57.INTERROGATORY 57.** Does Xspedius have any estimates of what a typical individual hot cut should cost? If the answer to this Interrogatory is in the affirmative, please provide that estimate, describe with particularity how that estimate was calculated, and identify all documents referring or relating to such estimates.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius did

not advocate a process whereby circuits are migrated to new switches. Accordingly, Xspedius does not believe that CLECs should bear the costs of these migrations. If there are to be costs, they should be TELRIC costs based upon electronic processes, whether those processes have been implemented by BellSouth or not.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**58.INTERROGATORY 58.** Does Xspedius have any estimates of what a typical bulk hot cut should cost? If the answer to this Interrogatory is in the affirmative, please provide that estimate, describe with particularity how that estimate was calculated, and identify all documents referring or relating to such estimates.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius did not advocate a process whereby circuits are migrated to new switches. Accordingly, Xspedius does not believe that CLECs should bear the costs of these migrations. If there are to be costs, they should be TELRIC costs based upon electronic processes, whether those processes have been implemented by BellSouth or not.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**59.INTERROGATORY 59.** What is the largest number of individual hot cuts that Xspedius has requested in any individual central office in each of the nine BellSouth states on a single day? In answering this Interrogatory, identify the central office for which the request was made, and the number of hot cuts that were requested. State with specificity what the outcome was for each of the hot cuts in each of the central offices so described, if not provided in response to an earlier interrogatory.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Specifically, Xspedius objects to this question to the extent that it relates to BellSouth hot cuts because BellSouth has access to the same information as Xspedius. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius does not track individual hot cuts in a manner that would permit Xspedius to respond to this question.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**60.INTERROGATORY 60.** Does any ILEC in the BellSouth region have a batch hot cut process that is acceptable to Xspedius or that Xspedius believes is superior to BellSouth's batch hot cut process? If so, identify the ILEC and describe with particularity the ILEC's batch hot cut process, specifying any differences between the ILEC's batch hot cut process and BellSouth's.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius is not aware of any such process. See response to Interrogatory 52.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**61.INTERROGATORY 61.** Does any ILEC in the BellSouth region have a cost for a batch hot cut process that is acceptable to Xspedius? If so, name the ILEC and provide the rate and the source of the rate.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius is not aware of any such ILEC with acceptable costs.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**62.INTERROGATORY 62.** Does any ILEC in the BellSouth region have an individual hot cut process that is acceptable to Xspedius or that Xspedius believes is superior to BellSouth's individual hot cut process? If so, identify the ILEC and describe with particularity the ILEC's individual hot cut process, specifying any differences between the ILEC's individual hot cut process and BellSouth's.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius is not aware of any such process. See response to Interrogatory 52.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.



**63.INTERROGATORY 63.** Does any ILEC in the BellSouth region have a rate for an individual hot cut process that is acceptable to Xspedius? If so, name the ILEC and provide the rate and the source of the rate.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius is not aware of any such ILEC with acceptable rates.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**64.INTERROGATORY 64.** Does any ILEC outside the BellSouth region have a batch hot cut process that is acceptable to Xspedius or that Xspedius believes is superior to BellSouth's batch hot cut process? If so, identify the ILEC and describe with particularity the ILEC's batch hot cut process, specifying any differences between the ILEC's batch hot cut process and BellSouth's.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius is not currently aware of any such process. See response to Interrogatory 52.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**65.INTERROGATORY 65.** Does any ILEC outside the BellSouth region have a rate for a batch hot cut process that is acceptable to Xspedius? If so, name the ILEC and provide the rate and the source of the rate.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius is not currently aware of any such rate.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**66.INTERROGATORY 66.** Does any ILEC outside the BellSouth region have an individual hot cut process that is acceptable to Xspedius or that Xspedius believes is superior to BellSouth's individual hot cut process? If so, identify the ILEC and describe

with particularity the ILEC's individual hot cut process, specifying any differences between the ILEC's individual hot cut process and BellSouth's.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius is not currently aware of any such process. See response to Interrogatory 52.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**67.INTERROGATORY 67.** Does any ILEC outside the BellSouth region have a rate for an individual hot cut process that is acceptable to Xspedius? If so, name the ILEC and provide the rate and the source of the rate.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius is not currently aware of any such process.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**68.INTERROGATORY 68.** Does Xspedius order coordinated or non-coordinated hot cuts?

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Specifically, to the extent hot cuts were ordered from BellSouth, BellSouth has the same or better access to this information as BellSouth. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: regionwide, Xspedius has not ordered any significant number of DS-0 hot cuts.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**69.INTERROGATORY 69.** Does Xspedius use the CFA database?

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim.

Response provided by: Objections provided by Counsel.

**70.INTERROGATORY 70.** Identify every issue related to BellSouth's hot cut process raised by Xspedius at the Florida CLEC collaborative since October 2001. |

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius began operating regionwide in June 2002. Xspedius has not actively participated in the Florida CLEC collaborative or any other state collaborative with respect to hot cut issues.

Response provided by: Objections provided by Counsel. Substantive response provided by James Falvey, Sr. Vice President, Regulatory Affairs, Xspedius Communications, 7125 Columbia Gateway Dr., Suite 200, Columbia, MD 21046.

**71.INTERROGATORY 71.** What is the appropriate volume of loops that you contend the Florida Public Service Commission should use in establishing a batch hot cut process consistent with FCC Rule 51.319(d)(2)(ii)? In answering this Interrogatory, please state all facts and identify all documents supporting this contention. |

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius does not have a position on this issue regionwide at this time.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**72.INTERROGATORY 72.** What is the appropriate process that you contend the Florida Public Service Commission should use in establishing a batch hot cut process consistent with FCC Rule 51.319(d)(2)(ii)? In answering this Interrogatory, please state all facts and identify all documents supporting this contention. |

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius does not have a position on this issue regionwide at this time.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**73.INTERROGATORY 73.** If Xspedius disagrees with BellSouth's individual hot cut process, identify every step that Xspedius contends is unnecessary and state with specificity why the step is unnecessary.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius does not have a position on this issue at this time.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**74.INTERROGATORY 74.** If Xspedius disagrees with BellSouth's bulk hot cut process, identify every step that Xspedius contends is unnecessary and state with specificity why the step is unnecessary.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius does not have a position on this issue at this time.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**75.INTERROGATORY 75.** Identify by date, author and recipient every written complaint Xspedius has made to BellSouth regarding BellSouth's hot cut process since October 2001.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Specifically, Xspedius objects to this request to the extent that BellSouth should have in its possession every such complaint sent to BellSouth. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius did not operate regionwide prior to June 2002. Xspedius is not aware of any significant number of DS-0 hot cuts, nor DS-0 hot cut complaints, during the relevant time period.

Response provided by: Objections provided by Counsel. Substantive response provided by

James Falvey, Sr. Vice President, Regulatory Affairs, Xspedius Communications, 7125 Columbia Gateway Dr., Suite 200, Columbia, MD 21046.

**76.INTERROGATORY 76.** How many unbundled loops does Xspedius contend BellSouth must provision per state per month to constitute sufficient volume to assess BellSouth's hot cut process?

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius does not have a position on this issue at this time.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**77.INTERROGATORY 77.** What is the appropriate information that you contend the Florida Public Service Commission should consider in evaluating whether the ILEC is capable of migrating multiple lines served using unbundled local circuit switching to switches operated by a carrier other than the ILEC in a timely manner in establishing a batch hot cut process consistent with FCC Rule 51.319(d)(2)(ii)? In answering this Interrogatory, please state all facts and identify all documents supporting this contention.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius does not have a position regionwide on this issue at this time.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**78.INTERROGATORY 78.** What is the average completion interval metric for provision of high volumes of loops that you contend the Florida Public Service Commission should require in establishing a batch hot cut process consistent with FCC Rule 51.319(d)(2)(ii)? In answering this Interrogatory, please state all facts and identify all documents supporting this contention.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius does

not have a position regionwide on this issue at this time.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**79.INTERROGATORY 79.** What are the rates that you contend the Florida Public Service Commission should adopt in establishing a batch hot cut process consistent with FCC Rule 51.319(d)(2)(ii)? In answering this Interrogatory, please state all facts and identify all documents supporting this contention.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: see response to Interrogatory 58.

Response provided by: Objections provided by Counsel. Substantive response provided by Norman Papenberg, Director, Switch Engineering, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**80.INTERROGATORY 80.** What are the appropriate product market(s) that you contend the Florida Public Service Commission should use in implementing FCC Rule 51.319(d)(2)(i)? In answering this Interrogatory, please state all facts and identify all documents supporting this contention.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius does not have a position on this issue regionwide at this time.

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**81.INTERROGATORY 81.** What are the appropriate geographic market(s) that you contend the Florida Public Service Commission should use in implementing FCC Rule 51.319(d)(2)(i)? In answering this Interrogatory, please state all facts and identify all documents supporting this contention.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius does not have a position on this issue regionwide at this time.

Response provided by: Objections provided by Counsel. Substantive response provided by Nancy Gaudin, Director, Product Development, Xspedius Communications, 5555 Winghaven Blvd., O'Fallon, MO 63366.

**82.INTERROGATORY 82.** Do you contend that there are operational barriers within the meaning of FCC Rule 51.319(d)(2)(iii)(B)(2) that would support a finding that requesting telecommunications carriers are impaired without access to local circuit switching on an unbundled basis in a particular market? If the answer to this Interrogatory is in the affirmative, describe with particularity each such operational barrier, and state all facts and identify all documents supporting your contention.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius does not have a position on this issue at this time.

Response provided by: Objections provided by Counsel. Substantive response provided by James C. Falvey, 7125 Columbia Gateway Dr., Suite 200, Columbia, MD 21046.

**83.INTERROGATORY 83.** Do you contend that there are economic barriers within the meaning of FCC Rule 51.319(d)(2)(iii)(B)(3) that would support a finding that requesting telecommunications carriers are impaired without access to local circuit switching on an unbundled basis in a particular market? If the answer to this Interrogatory is in the affirmative, describe with particularity each such economic barrier, and state all facts and identify all documents supporting your contention.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objections 18 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius does not have a position on this issue at this time.

Response provided by: Objections provided by Counsel. Substantive response provided by James C. Falvey, Sr. Vice President, Regulatory Affairs, Xspedius Communications, 7125 Columbia Gateway Dr., Suite 200, Columbia, MD 21046.

**84.INTERROGATORY 84.** What is the maximum number of DS0 loops for each geographic market that you contend requesting telecommunications carriers can serve through unbundled switching when serving multiline end users at a single location that the Florida Public Service Commission should consider in establishing a "cutoff" consistent with FCC Rule 51.319(d)(2)(iii)(B)(4)? In answering this Interrogatory, please state all facts and identify all documents supporting this contention.

XSPEDIUS RESPONSE: Xspedius adopts and incorporates its General Objections 1, 4, 5, 8, 9, 12, 16 and 17 and its Specific Objection 18, 22 and 24 as if set forth herein verbatim. Subject to and without waiving the foregoing objections, Xspedius hereby states as follows: Xspedius does not have a position on this issue at this time.

Response provided by: Objections provided by Counsel. Substantive response provided by James C. Falvey, Sr. Vice President, Regulatory Affairs, Xspedius Communications, 7125 Columbia Gateway Dr., Suite 200, Columbia, MD 21046.

### **REQUESTS FOR PRODUCTION**

**PRODUCTION REQUEST No. 1.** Produce all documents identified in response to BellSouth's First Set of Interrogatories.

XSPEDIUS RESPONSE: All documents identified in response to BellSouth's individual interrogatories are marked as such and appended to the interrogatories subject to the corresponding interrogatory objections. Confidential information is produced pursuant to the protective agreement between the parties and any nondisclosure order of the Florida Public Service Commission.

**PRODUCTION REQUEST No. 2.** Produce every business case in your possession, custody or control that evaluates, discusses, analyzes or otherwise refers or relates to the offering of a qualifying service in the State of Florida.

XSPEDIUS RESPONSE: See response to Interrogatory No. 15 and documents, if any, produced therewith.

**PRODUCTION REQUEST No. 3.** Produce all documents referring or relating to the average monthly revenues you receive from end user customers in Florida to whom you only provide qualifying service.

XSPEDIUS RESPONSE: See response to Interrogatory No. 26 and documents, if any, produced therewith.

**PRODUCTION REQUEST No. 4.** Produce all documents referring or relating to the average number of access lines you provide to end user customers in Florida to whom you only provide qualifying service.

XSPEDIUS RESPONSE: See response to Interrogatory No. 27 and documents, if any, produced therewith.

**PRODUCTION REQUEST No. 5.** Produce all documents referring or relating to the average monthly revenues you receive from end user customers in Florida to whom you only provide non-qualifying service.



XSPEDIUS RESPONSE: See response to Interrogatory No. 29 and documents, if any, produced therewith.

**PRODUCTION REQUEST No. 6.** Produce all documents referring or relating to the average monthly revenues you receive from end user customers in Florida to whom you provide both qualifying and non-qualifying service.

XSPEDIUS RESPONSE: See response to Interrogatory No. 31 and documents, if any, produced therewith.

**PRODUCTION REQUEST No. 7.** Produce all documents referring or relating to the average number of access lines you provide to end user customers in Florida to whom you provide both qualifying and non-qualifying service.

XSPEDIUS RESPONSE: See response to Interrogatory No. 32 and documents, if any, produced therewith.

**PRODUCTION REQUEST No. 8.** Provide all documents referring or relating to the classifications used by Xspedius to offer service to end user customers Florida (e.g., residential customers, small business customers, mass market customers, enterprise customers, or whatever type of classification that you use to classify your customers).

XSPEDIUS RESPONSE: See response to Interrogatory No. 33 and documents, if any, produced therewith.

**PRODUCTION REQUEST No. 9.** Produce all documents referring or relating to the average acquisition cost for each class or type of end user customer served by Xspedius, as requested in BellSouth's First Set of Interrogatories, No. 34.

XSPEDIUS RESPONSE: See response to Interrogatory No. 34 and documents, if any, produced therewith.

**PRODUCTION REQUEST No. 10.** Produce all documents referring or relating to the typical churn for each class or type of end user customer served by Xspedius, as requested in BellSouth's First Set of Interrogatories, No. 35.

XSPEDIUS RESPONSE: See response to Interrogatory No. 35 and documents, if any, produced therewith.

**PRODUCTION REQUEST No. 11.** Produce all documents referring or relating to how Xspedius determines whether to serve an individual customer's location with multiple DS0s or with a DS1 or larger transmission system.

XSPEDIUS RESPONSE: See response to Interrogatory No. 40 and documents, if any, produced therewith.

**PRODUCTION REQUEST No. 12.** Produce all documents referring or relating to the typical or average number of DS0s at which Xspedius would choose to serve a particular customer with a DS1 or larger transmission system as opposed to multiple DS0, all other things being equal.

XSPEDIUS RESPONSE: See response to Interrogatory No. 40 and documents, if any, produced therewith.

**PRODUCTION REQUEST No. 13.** Produce all documents referring or relating to the cost of capital used by Xspedius in evaluating whether to offer a qualifying service in a particular geographic market.

XSPEDIUS RESPONSE: See response to Interrogatory No. 40 and documents, if any, produced therewith.

**PRODUCTION REQUEST No. 14.** Produce all documents referring or relating to the time period used by Xspedius in evaluating whether to offering a qualifying service in a particular geographic market (e.g., one year, five years, ten years or some other time horizon over which a project is evaluated)?

XSPEDIUS RESPONSE: See response to Interrogatory No. 45 and documents, if any, produced therewith.

**PRODUCTION REQUEST No. 15.** Produce all documents referring or relating to your estimates of sales expense when evaluating whether to offer a qualifying service in a particular geographic market.

XSPEDIUS RESPONSE: See response to Interrogatory No. 47 and documents, if any, produced therewith.

**PRODUCTION REQUEST No. 16.** Produce all documents referring or relating to your estimates of general and administrative (G&A) expenses when evaluating whether to offer a qualifying service in a particular geographic market.

XSPEDIUS RESPONSE: See response to Interrogatory No. 48 and documents, if any, produced therewith.

**PRODUCTION REQUEST No. 17.** Produce all documents referring or relating to any complaints by Xspedius or its end user customers about individual hot cuts performed by BellSouth since January 1, 2000.

XSPEDIUS RESPONSE: See response to Interrogatory No. 48. There are no documents responsive to this request.

**PRODUCTION REQUEST No. 18.** Produce all documents referring or relating to a batch hot cut process used by any ILEC in the BellSouth region that is acceptable to Xspedius or that Xspedius believes is superior to BellSouth's batch hot cut process.

XSPEDIUS RESPONSE: See response to Interrogatory No. 60. There are no documents responsive to this request.

**PRODUCTION REQUEST No. 19.** Produce all documents referring or relating to an individual hot cut process used by any ILEC in the BellSouth region that is acceptable to Xspedius or that Xspedius believes is superior to BellSouth's individual hot cut process.

XSPEDIUS RESPONSE: See response to Interrogatory No. 60. There are no documents responsive to this request.

**PRODUCTION REQUEST No. 20.** Produce all documents referring or relating to a batch hot cut process used by any ILEC outside the BellSouth region that is acceptable to Xspedius or that Xspedius believes is superior to BellSouth's batch hot cut process.

XSPEDIUS RESPONSE: See response to Interrogatory No. 64. There are no documents responsive to this request.

**PRODUCTION REQUEST No. 21.** Produce all documents referring or relating to an individual hot cut process used by any ILEC outside the BellSouth region that is acceptable to Xspedius or that Xspedius believes is superior to BellSouth's individual hot cut process.

XSPEDIUS RESPONSE: See response to Interrogatory No. 65. There are no documents responsive to this request.

Respectfully submitted this 8<sup>th</sup> day of December, 2003.

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Attorneys for Xspedius Communications, LLC

## CERTIFICATE OF SERVICE

I hereby certify that on December 8, 2003, a copy of the foregoing document was serviced on the parties of record, via US mail:

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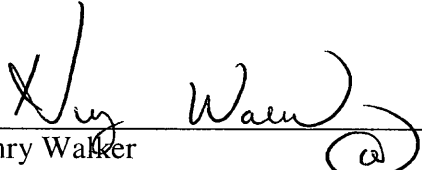
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**Xspedius Communications**

**CONFIDENTIAL**

**ATTACHMENT 1 –**

**Xspedius Communications**

**CONFIDENTIAL**

**ATTACHMENT 2 –**

**Xspedius Communications**

**CONFIDENTIAL**

**ATTACHMENT 3 –**



# ATTACHMENT 4

Xspedius Management Co. Of Chattanooga, LLC

T.R.A. No. 3  
Section 4 – Original Title Page

## SERVICE AREAS

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T.R.A. No. 3  
Section 4 – Original Page 1

SERVICE AREAS

4.1 Exchange Access Service Areas

Exchange Access Service Areas (EASA) are provided (pursuant to Section 5.1) in limited geographic areas. Exchange Access Services bearing the following designations are provided in the following areas:

[Table appears on next page]

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T.R.A. No. 3  
Section 4 – Original Page 2

<b>MARKET SERVING AREA</b>	<b>CALLING AREA</b>
<b>Chattanooga, TN includes:</b>  423: 208, 209, 265, 266, 267, 326, 344, 387, 395, 480, 485, 490, 493, 495, 499, 510, 513, 514, 517, 527, 550, 616, 622, 624, 629, 634, 642, 697, 698, 751, 752, 755, 756, 757, 763, 778, 785, 814, 821, 822, 825, 827, 842, 843, 846, 847, 855, 867, 870, 874, 875, 876, 877, 886, 892, 893, 894, 899, 954	<b>Local calling area includes:</b>  423: 236, 336, 208, 208, 625, 266, 266, 267, 326, 344, 387, 395, 480, 485, 490, 493, 495, 499, 510, 513, 514, 517, 527, 550, 616, 622, 624, 629, 634, 642, 697, 698, 751, 752, 755, 756, 757, 763, 778, 785, 814, 821, 822, 825, 827, 842, 843, 846, 847, 855, 867, 870, 874, 875, 876, 877, 886, 892, 893, 894, 899, 954, 339, 472, 473, 476, 478, 479, 559, 614, 961, 396, 570, 775, 334, 942, 238, 332, 837, 365, 658  615: 236, 614, 961, 238  706: 375, 931, 539, 638, 639, 764, 935, 937, 965, 397, 398  912: 334
Non Optional Flat Rate Service (A3.6.1)	Non Optional Flat Rate Service (A3.6.1)
<b>XSPEDIUS Flat Rate Exchange Calling Area from Chattanooga Exchange</b>	<b>XSPEDIUS Flat Rate Exchange Calling Area from Chattanooga Exchange</b>

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Section 5 – Original Title Page

EXCHANGE ACCESS SERVICE

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EXCHANGE ACCESS SERVICE

5.1 General

Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- A) receive calls from other stations on the public switched telecommunications network;
- B) access other services offered by the Company as set forth in this tariff;
- C) access certain interstate and international calling services provided by the Company;
- D) access (at no additional charge) the Company's operators and business office for service related assistance;
- E) access (at no additional charge) emergency services by dialing 0- or 9-1 - 1; and
- F) access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

The following Exchange Access Services are offered:

Basic Local Exchange  
Basic Exchange Analog Trunk Service  
Basic Exchange Digital Trunk Service  
DID Trunk Service

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T.R.A. No. 3  
Section 5 – Original Page 2EXCHANGE ACCESS SERVICE5.2 Basic Exchange Line Service

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line is provided with the following standard features which can be deleted at the Customer's option:

## Touch Tone

Basic Exchange Line Service is also available with various calling features and options. Customers wishing to purchase single calling features may order those desired from 5.10 below. Non-recurring and monthly recurring rates per Basic Line apply as follows:

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Basic Local Exchange Service -Each Line	\$52.50	\$35.00

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T.R.A. No. 3  
Section 5 – Original Page 3

EXCHANGE ACCESS SERVICE

5.3 [RESERVED FOR FUTURE USE]

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T.R.A. No. 3  
Section 5 – Original Page 4

EXCHANGE ACCESS SERVICE

5.4 [RESERVED FOR FUTURE USE]

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T.R.A. No. 3  
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EXCHANGE ACCESS SERVICE

5.5 [RESERVED FOR FUTURE USE]

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T.R.A. No. 3  
Section 5 – Original Page 6EXCHANGE ACCESS SERVICE5.6 Basic Exchange Trunk Service

Basic Exchange Trunk Service provides a Customer with a single, voice-grade, analog telephone communications channel that can be used to place or receive one call at a time. Basic Exchange Analog Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Trunks.

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Basic Local Exchange Trunk Service -Per Trunk	\$95.00	\$60.50

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T.R.A. No. 3  
Section 5 – Original Page 7EXCHANGE ACCESS SERVICE5.7 Basic Exchange Digital Trunk Service

Basic Exchange Digital Trunk Service provides a Customer with a digital connection operating at 1.544 Mbps that is time division multiplexed into 24 individual Voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. Digital Trunks are provided for connection of compatible Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Customer. Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks. The terminal interface for each Digital Trunk Service is a DSX- I panel.

Basic Trunks may be equipped with Direct Inward Dial (DID) capability and DID number blocks for additional charges, as set forth in Sections 5.8. The price shown below is based on the number of channels activated on the digital transport facility and upon the distance of the transport facility. The price shown below is based on the number of channels ordered and includes the price of transport, voice feature activation, Network Access Register charges and similar charges tarified separately in other tariffs.

Digital PBX Truck Pricing	Non-Recurring Charge	Monthly Charge
Digital PBX Charge (per T1)	\$200.00	\$190.00
Digital PBX Truck Charge (per channel)	n/c	\$47.00
Voice Activation Channel Charge	\$6.50	\$6.00
Digital PBX Transport: first 1/2 mile	\$94.00	\$95.00
Digital PBX Transport; additional 1/2 mile	n/c	0.00

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T.R.A. No. 3  
Section 5 – Original Page 8EXCHANGE ACCESS SERVICE5.8 DID Trunk Service

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for Basic Trunks or Digital Trunks in Sections 5.6 and 5.7, respectively.

One DID Additive charge applies for each DID-equipped Basic Trunk or DID-equipped channel on a Digital Trunk. The Customer is required to purchase at least one DID number block for each DID-equipped trunk or trunk group, or DID-equipped channel or channel group

Non-recurring and monthly recurring rates per DID Trunk, apply as follows:

<b>DID Trunk Service</b>	<b>Non-Recurring Charge</b>	<b>Monthly Charge</b>
Establish trunk group and first block of 20 DID numbers	\$750 00	\$3 00
Each additional block of 20	n/c	\$3 00
DID trunk termination (inward/combo)	\$45 00	\$18 00
DTMF pulsing option	n/c	\$6 00

5.9 Hunt/Grouping Service

Hunting Service is a combination of two or more trunks or individual lines connected to the central office so that incoming calls overflow to the next available trunk or line if that trunk or line is busy. The charge for Hunting Service on trunks and lines is in addition to the regular trunk or line rate and charged on a per-line/trunk basis.

## Pricing

Non-Recurring	\$0.00
Recurring (monthly)	\$0.00

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#### 5.10 CLASS (Custom Local Area Signaling Service) Features

CLASS features are available to subscribers of Basic Business Exchange Line on an “a la carte” basis, if the customer does not wish to purchase the option packages outlined in 5.3, 5.4, 5.5.

Automatic Callback - allows customer to automatically return the last incoming call (whether the call was answered or missed. If the number being called back is busy Automatic Callback will alert customer with a special ring when the line becomes Clear.

Automatic Recall - automatically redials the telephone number of the last outgoing call. If the number being called back is busy Automatic Recall will alert customer with a special ring when the line becomes clear.

Call Block - provides the customer the ability to prevent incoming calls from up to six different telephone numbers.

Call Selector - provides a distinctive ringing pattern to the subscribing customer for up to six N specific telephone numbers.

Call Tracing - enables the customer to initiate an automatic trace of the last call received.

Call Transfer - customer presses the flash hook, receives second dialtone and dials number N existing call is to be transferred to. Customer may hang-up immediately or introduce call and then hang-up.

Caller ID Name Delivery - displays the name and number of the calling party on a special display telephone or display unit.

Caller ID Number Delivery - displays the number of the calling party on a special display telephone or display unit.

Directory Number Privacy - allows customer to prevent the their name and number from appearing on the called party's Caller ID telephone or display unit. Privacy feature must be activated by customer on a call by call basis.

Preferred Call Forwarding - allows the customer to transfer up to six selected numbers to another telephone number.

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T.R.A. No. 3  
Section 5 – Original Page 105.10 CLASS (Custom Local Area Signaling Service) Features (cont'd)

<b>Pricing:</b>	<b><u>Non-Recurring</u></b>	<b><u>Monthly</u></b>
Automatic Call Back	\$14.50	\$4.50
Automatic Recall	\$42.00	\$4.50
Call Block	\$42.00	\$4.50
Call Selector	\$42.00	\$4.50
Call Tracing	\$42.00	\$5.00
Call Transfer	\$42.00	\$4.50
Caller ID Name Delivery	\$42.00	\$10.00
Caller ID Number Delivery	\$42.00	\$7.00
Directory Number Privacy	No Charge	No Charge
Preferred Call Forwarding	\$42.00	\$4.50

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Section 5 – Original Page 11

#### 5.11 Business Custom Services (BCS)

**Description:**

Customers can choose from following custom” services as additional features which can be added to Basic Business Line Exchange service on an “a la carte” basis.

Call Forwarding Variable - allows subscribers to redirect all incoming calls to another telephone number. This service uses a courtesy call so the customer can notify the party at the “forward to number” that calls are going to be redirected to their number.

Call Forwarding Busy Line - automatically redirects incoming calls to a pre-designated telephone number or to a voice mail (FirstLine) service when the customers line is busy.

Call Forwarding Don't Answer - automatically redirects incoming calls to a pre-designated telephone number or to a voice mail (FirstLine) service when the customers telephone is not answered within a specified amount of time.

Remote Activation of Call Forwarding - allows the customer to activate or deactivate Call Forwarding Variable from a telephone other than the one to which the service is assigned.

Remote Call Forwarding - automatically redirects all incoming calls to a customers number to a pre-designated number.

Call Waiting Terminating - alerts the customer to an incoming call while the line is in use The service signals the customer with two separate tones or tone patterns. The customer is able to place the first party on hold while he/she takes the second call. The customer can switch back and forth between the two parties by flashing the switch hook.

Cancel Call Waiting - allows the customers to cancel the Call waiting feature on a call by call basis. This can be done before the customer places a call or during a conversation (if the customer also subscribes to Three Way Calling).

Three Way Conference Calling - allows customers to have a conference call with two other parties at different numbers. With this service the customer can initiate calls to both parties or add another party to an established call.

Sneed Calling 30 - allows the subscriber to assign 1 or 2 digit dial codes for telephone numbers and/or access codes. Up to 30 codes can be assigned.

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T.R.A. No. 3  
Section 5 – Original Page 125.11 Business Custom Services (BCS)**Pricing:****Non-Recurring**

All BCS Features \$42.00

**Monthly Recurring**

Call Forwarding Variable	\$3.75
Call Forwarding Busy Line	\$3.25
Call Forwarding Don't Answer	\$3.25
Remote Activation of CFV	\$7.75
Remote Call Forwarding	\$18.50
Call Waiting Terminating	\$3.90
Three Way Conference Calling	\$3.75
Speed Calling 30	\$4.75

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T.R.A. No. 3  
Section 5 – Original Page 13EXCHANGE ACCESS SERVICE5.12 ISDN/PRI5.12.1 Description of Service

ISDN PRI service provides a method of access to the telephone network called Primary Rate Interface (PRI). Primary Rate Interface is an ISDN based, DSI access link to the telecommunications network and provides integration of multiple voice and data transmission channels on the same line. The basic channel structure for PRI is twenty three (23) 64 Kbps bearer channels (B channels) and one (1) 64 Kbps data channel (D channel). These B channels may be used to connect the customer's CPE to the Public Circuit Switched Network (e.g. outward, inward and two-way trunks, and WATS/800 Service access lines).

ISDN PRI service is a service for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service. Customer Premise Equipment (CPE) that is compatible with the ISDN PRI service interface is the responsibility of the user for provisioning. XSPEDIUS shall not be responsible if changes in any of the equipment, operations or procedures of XSPEDIUS utilized in the provision of ISDN PRI service render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance. Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the user. Suspension of service is not allowed. Individual Case Basis pricing will be available for on-network customers or for customers agreeing to term plans. Busy line verification and Emergency Interrupt service is not available for ISDN PRI services.

Telephone numbers transmitted via the Incoming Call Identification feature are intended solely for the use of the ISDN PRI service subscriber. Resale of this information is prohibited by this Tariff except the callers' numbers may be provided to the subscriber's client for those calls sponsored or provided by that client where the client's identity is disclosed to the caller and the client agrees not to distribute such information to others.

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T.R.A. No. 3  
Section 5 – Original Page 14EXCHANGE ACCESS SERVICE5.12 ISDN/PRI (cont'd)5.12.1 Description of Service (cont'd)

Non-facility Associated Signaling (NFAS) provides the capability to serve multiple DSI's over a single D channel (NB+D). This feature can be ordered where switch capabilities exist as stipulated in the vendor technical documentation. When NFAS is selected, the customer will order one ISDN PR' service arrangement with 23 B channels and 1 D channel. Additional ISDN PR' service arrangements are ordered with 24 B channels. The D channel activated on the initial arrangement serves the additional ISDN PR' service arrangements. Up to nineteen ISDN PR' configured at 24B + 0D may be ordered in conjunction with one 23B + D ISDN PRI. If the customer desires, he/she may also request a back-up D channel with the NFAS option. It is recommended that additional D channels be provisioned in separate DSI arrangements.

5.12.1.1 Application of Rates

ISDN PR' service lines furnished between a Serving Wire Center and the customer's premises will be charged at rates based on the first 1/2 mile and each additional 1/2 mile for the airline distance measured between the customer's premises and the customer's Serving Wire Center. ISDN PRI service rates under any Term Payment Plan are exempt from XSPEDIUS initiated changes for the payment period selected. Rates in effect at the time service is installed and/or of the service order application date, will be applicable until the contract expires. At the expiration date of the customer's payment period option, the customer may select a new payment period at current rates or revert to current rates on a month-to-month basis. ISDN features are priced at a per channel rate unless otherwise specified.

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EXCHANGE ACCESS SERVICE

5.12 ISDN/PRI (cont'd)

5.12.1 Description of Service (cont' d)

5.12.1.2 Service Components

The customer may choose any number of channels, up to twenty-three per Primary Rate Interface, to be active with a corresponding number of services (e.g. inward/outward trunks, WATS Lines, 800 Service) selected. The customer may also choose to have more services selected than channels available for specific applications. The total number of communication paths may not exceed the number of channels subscribed.

The required components of ISDN PRI service will be as follows:

Digital Loop Channels  
Primary Rate Interface  
Primary Rate B Channels  
Call-by-Call I Integrated Service Access Feature Capability  
Network Access and Usage Charges where applicable

Digital Loop Channels - Provides a four-wire access loop from the customer premises to the serving wire center. The transmission characteristics of this loop support Clear Channel Capability and Extended Superframe Format (ESF).

Interoffice Channels - Provides for the transmission facilities between XSPEDIUS servicing wire centers with a LATA.

Primary Rate Interface - Provides multiplexing to support up to twenty-three (23) B channels at 64 Kbps and one D channel also at 64 Kbps. When Non-facility Associated Signaling (NFAS) is ordered, the PR' service can provide up to twenty-four (24) B channels at 64 Kbps.

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EXCHANGE ACCESS SERVICE

5.12 ISDN/PRI (cont'd)

5.12.1 Description of Service (cont'd)

5.12.1.2 Service Components (cont'd)

Primary Rate B Channels - Provides circuit switched Service that will allow either voice or data transmission at up to 64 Kbps. Monthly rates for Primary Rate B Channels will be flat rate billing for all use of local exchange network. Voice calls may be completed to both ISDN and non-ISDN lines. Data transmission on the B channel will be circuit switched at 64 Kbps within the switch and between ISDN compatible central offices. ISDN interconnection to non-ISDN equipped central offices may be potentially subjected to analog transmission or sub-rated at 56 Kbps.

Call-by-Call / Integrated Service Access Feature Capability - Allows the customers to dynamically allocate the channels of the ISDN PRI service. The customer may also choose voice or data transmission on a per call basis. In addition, the customer may choose to subscribe to more services than channels and dynamically change the services in use.

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Section 5 – Original Page 17EXCHANGE ACCESS SERVICE5.12 ISDN/PRI (cont'd)Pricing

<u>Element</u>	<u>USOC</u>	<u>Nonrecurring</u>	<u>Monthly</u>
Transport			
Digital Loop Channels (first 1/2 mile)	1LND1	\$94.00	\$95.00
Additional 1/2 Mile	1LND4	\$0.00	\$0.00
Primary Rate Interface			
PRI B Channels (per channel)	PRFCM	\$6.00	\$6.00
PRI Service (per DS1)	PRFS1	\$324.00	\$306.00
Call by Call Service (per DS1)	PRFAS	\$113.00	\$13.00
Optional Features			
Incoming Call Identification			
1-8 services	n/a	\$0.00	\$18.00
9-15 services	n/a	\$0.00	\$18.00
16 or more services	n/a	\$0.00	\$18.00
DID Service			
DID Trunk Termination (inward) (per channel)		\$45.00	\$18.00
DID Trunk Termination (combo) (per channel)		\$45.00	\$18.00
First Block 20 DID Numbers		\$75.00	\$3.00
Additional Block 20 DID Number		\$0.00	\$3.00
Pulsing DTM		\$0.00	\$6.00
Pulsing MF		\$0.00	\$6.00
Network Access Register			
NAR Charge (per channel)	n/a	\$0.00	\$47.00
Service Establishment Charge			
	NRCPA	\$500.00	\$0.00

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EXCHANGE ACCESS SERVICE

5.12 ISDN/PRI (cont'd)

5.12.3 Termination Liability

A Termination Liability charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number months remaining in the contract times the monthly rate provided under the contract. All end-user federal, state and local taxes and surcharges will be levied at existing tariff rates.

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The EZ LD service is available to new and existing Local Service, Local Service Plus or Local ISDN CEU customers. The EZ LD service allows customers to enjoy a single rate for certain long distance traffic, provided the customer meets certain usage requirements. New Local Service, Local Service Plus or Local ISDN CEU customers must sign a service agreement for at least a 12-month term. However, for current e-spire customers, the term commitment shall be no less than the remaining term of the current Required Product if the remaining term is greater than one (1) year.

If a customer elects to receive the EZ LD service, the new service will be incorporated into the terms of the existing Required Product agreement, such that both services will expire concurrently. Notwithstanding, EZ LD cannot be added unless there is at least one year remaining under the existing agreement or both agreements are extended to provide service for at least a one-year term.

The EZ LD product rate is based on 3 factors:

1. Usage pattern – Customer's intrastate traffic shall not exceed 30% of total EZ LD traffic to qualify for the rates specified below.
2. EZ LD Service term period (1,2,or 3 years)
3. Customer's prior usage level in which their intrastate traffic does not exceed 30% of total EZ LD traffic.

e-spire EZ LD product rate guidelines

Term Period	Previous LD usage		
	<u>Up to \$100.00</u>	<u>\$101 - \$300</u>	<u>over \$301</u>
<b>1 year</b>	\$0.055	\$0.055	\$0.049
<b>2 year</b>	\$0.055	\$0.049	\$0.045
<b>3 year</b>	\$0.049	\$0.045	\$0.045

Under the following circumstances, an EZ LD rate can be provided to customers exceeding the 30% intrastate usage limitation:

**Intrastate Usage above 30%** - The intrastate traffic usage restriction will be waived and customers may be offered an EZ LD rate of \$.055.

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EXCHANGE ACCESS SERVICE

5.13 e-spire EZ LD

5.13.1 EZ LD Conditions for service

EZ LD customer's intrastate long distance traffic shall not exceed the percentage of their total EZ LD traffic as specified above. In the event their traffic exceed the allowed intrastate usage in two billing months in any 12-month period, e-spire reserves the right to re-rate those months intrastate minutes to \$.08 per intrastate minute or to charge \$.08 per intrastate minute for the intrastate usage in any additional month, in which the customer's traffic exceed the 50% limit.

5.13.2 Early Termination Penalty

Withstanding anything to the contrary in article 4 of the Agreement, if the customer decide to terminate the EZ LD Service before the end of the term, the customer will be charged an early termination penalty equal to 4 months of average usage. The customer's average usage will be calculated based on the average of the last two full months of usage. In the event the EZ LD agreement is terminated before two full months of service, the average usage will be calculated based on the customer's actual usage to date.

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EXCHANGE ACCESS SERVICE5.14 Xspedius Complete Access

Xspedius Complete Access is a total package product offering consisting of Local, Long Distance and Toll Free services with optional custom calling features and Integrated 512kb Internet. The service will receive EZ LD minute of usage allowance. This product is only available to local end user service customers originating on Xspedius facilities off its Memphis and Nashville, Tennessee switches. Xspedius Complete Access is available under One, Two or Three Year Term Agreements. Each commitment level will be charged Monthly Recurring and Non-recurring rates as specified below.

Complete AccessMonthly Recurring

Complete Access (w/ 512k Internet)

\$ 275.00

Base Line/Trunk Rate for DS1 and PRI Access Facility

\$ 27.50

Length of Contract	Term Discounts	
	<u>Monthly %</u>	<u>NRC %</u>
One Year	0 %	0%
Two Year	10 %	100%
Three Year	15 %	100%

## 5.14.1 Line Components:

Xspedius Complete Access service monthly fee includes DS1 Access facility with Business Exchange Lines, and PBX Trunks. The customers may select a combination of the line/trunks components of up to 64 potential lines/trunks per DS1 in accordance with the service. Additionally, the following are included in the monthly fee as defined in the Basic Feature Plan:

- Call Block
- Call Forward Busy
- Call Forward No Answer
- Call Forward Variable
- Call Transfer
- Call Waiting
- Fax Overflow (1 box included)
- Hunting
- Three Way Calling
- Toll Restrictions (Options A-T each)
- Voice Mail (1 box included)

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## 5.14.1 Line Components (cont'd):

Additionally, the following are included with customers in the monthly fee as defined in the Enhanced Feature Plan or Enhanced Feature Pack:

- Automated Call Back \*69
- Automatic Call Rejection
- Automatic Recall (Redial)
- Call Block
- Call Forward Busy
- Call Forward No Answer
- Call Forward Variable
- Call Hold
- Call Transfer
- Call Waiting
- Caller ID Number Only
- Caller ID Name and Number
- DID Termination
- Distinctive Ringing
- Fax Overflow (1 box included)
- Hunting
- PBX Outbound Calling ID
- Speed Dial 8
- Speed Dial 30
- Three Way Calling
- Toll Restrictions (Options A-T each)
- Voice Mail (1 box included)

Xspedius Complete Access service monthly fee includes PRI Access facility with PRI Trunks. The customers may select a combination of the trunk components of up to 64 potential lines per PRI in accordance with the service. Additionally, the following is included in the monthly fee as defined in the Basic Feature Plan:

- Hunting
- DID Termination

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## 5.14.1 Line Components (cont'd):

Additionally, the following are included with customers in the monthly fee as defined in the Enhanced Feature Plan or Enhanced Feature Pack:

- Caller ID w/Number, PRI
- Caller ID w/Name and Number, PRI
- DID Termination
- Hunting
- PBX Outbound Calling ID

## 5.14.2 Optional Features

## Long Distance Service

Xspedius Complete Access customers will receive the EZ LD rates for all Xspedius Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Xspedius Tennessee General Services Tariff, the Xspedius Tennessee Interexchange Services Tariff and the Interstate Long Distance Service Agreement.

International rates will receive the following Fixed Term Discounts for all Xspedius Tariff Dial One International rates as noted respectively in the Xspedius Tennessee General Services Tariff, the Xspedius Tennessee Interexchange Services Tariff and the International Service Agreement.

One Year	19.29%
Two Year	24.24%
Three Year	29.39%

## Toll Free Service

Xspedius Complete Access customers will receive the EZ LD rates for all Xspedius Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Xspedius Tennessee General Services Tariff, the Xspedius Tennessee Interexchange Services Tariff and the Interstate Long Distance Service Agreement.

One Year	12%
Two Year	15%

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Three Year                      20%

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Service	<u>Monthly</u>	<u>Non-Recurring*</u>
Additional charges will apply for the following components:		
<b><u>DID Termination Charges:</u></b>		
DID Trunk Termination, per line/trunk *	\$ 5.00	
<i>* DID Trunk Termination, per line/trunk is included in the Enhanced Feature Plan at no charge</i>		
<b><u>DID Number:</u></b>		
1 <sup>st</sup> Block of 20 DID numbers	\$ 5.00	
DID each additional block of 20 up to 500 numbers	\$ 2.50	
DID 500 + each additional block of 100 numbers	\$50.00	
<b><u>Feature Plans:</u></b>		
Basic Feature Plan (included in base price)	\$0.00	
Enhanced Feature Plan, per line/trunk	\$10.00	
Enhanced Feature Pack, per order	\$180.00	
Complete Access XLSO Program, off base line/trunk price	20% off	
LD MOU Service Fee, additional to base line/trunk price	\$7.00	

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Service	<u>Monthly</u>	<u>Non-Recurring*</u>
<b>DS1 Optional Custom Calling Features:</b>		
Basic Feature Plan Custom Calling Features*		10.00
Account Code – Non Validated	\$ 0.00	
Account Code – Validated	\$ 5.00	
Anonymous Call Rejection	\$ 1.00	
Automatic Call Back	\$ .50	
Automatic Recall	\$ 1.00	
Call Hold	\$ 1.00	
Call Forwarding Additional Path	\$15.00	
	\$ 5.00	
Caller ID w/Name & Number	\$ 2.50	
Caller ID w/Number	\$ 1.00	
Distinctive Ringing	\$ 5.00	
DNIS (Dialed Number Identification Service)	\$50.00	
Incoming FX	\$50.00	
Incoming FX ISP	\$ 5.00	
PBX Outbound Calling ID	\$ 1.00	
Remote Activation of Call forward	\$10.00	
Remote Call Forwarding	\$15.00	
Remote Call Forwarding Additional path	\$ 1.00	
Speed Dial 8	\$ 2.00	
Speed Dial 30	\$ 9.95	
Enhanced Voice Enhanced Voice Messaging (per mailbox)		
(9 or fewer mailboxes)		\$50.00
(10 or more mailboxes)		\$95.00
Fax Overflow	\$ 7.95	
Voice Mail (additional per mailbox)	\$ 5.00	
Voice Mail Pager Plus	\$ 7.00	

\*Non-recurring charges waived if features ordered upon initial installation of Xspedius.

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	<u>Monthly</u>	<u>Non-Recurring</u>
DS1 Optional Custom Calling Features:		
* Enhanced Feature Plan or Pack Custom Calling Features		\$10.00
Account Code – Non Validated	\$ 0.00	
Account Code – Validated	\$ 5.00	
Call Forwarding Additional Path	\$15.00	
Distinctive Ringing	\$ 1.00	
DNIS (Dialed Number Identification Service)	\$ 5.00	
Incoming FX	\$50.00	
Incoming FX ISP	\$50.00	
Remote Activation of Call forward	\$ 1.00	
Remote Call Forwarding	\$10.00	
Remote Call Forwarding Additional path	\$15.00	
Messaging (per mailb    Enhanced Voice Messaging (per mailbox)	\$ 9.95	
(9 or fewer mailboxes)		\$50.00
(10 or more mailboxes)		\$95.00
Fax Overflow	\$ 7.95	
Voice Mail (additional per mailbox)	\$ 5.00	
Voice Mail Pager Plus	\$ 7.00	
*Non-recurring charges waived if features ordered upon initial installation of Xspedius		

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	<u>Monthly</u>	<u>Non-Recurring</u>
<b><u>PRI Optional Custom Calling Features:</u></b>		
<i>Basic Feature Plan Custom Calling Features</i>		
Call by Call, per PRI	\$50.00	
Caller ID w/ Name & Number, PRI	\$50.00	
Caller ID w/ Number, PRI	\$25.00	
DID Termination	\$ 5.00	
PBX Outbound Calling ID	\$ 5.00	
Incoming FX	\$50.00	
Incoming FX ISP	\$50.00	
Redirecting Number on PRI	\$50.00	
 <i>Enhanced Feature Plan or Pack Custom Calling Features</i>		
Call by Call, per PRI	\$50.00	
Incoming FX	\$50.00	
Incoming FX ISP	\$50.00	
Redirecting Number on PRI	\$50.00	
 <b><u>Internet Optional Services:</u></b>		
Internet downgrade to 256kbps	(\$50.00)	
Internet downgrade to 384 kbps	(\$25.00)	
Internet upgrade to 640 kbps	\$25.00	
Internet upgrade to 768 kbps	\$50.00	
Internet upgrade to 1024 kbps	\$150.00	
Internet upgrade to 1.5 Mbps	\$300.00	
News Feed	\$50.00	
Primary DNS	\$20.00	

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Non-Published	\$3.00	
Non-Listed	\$1.50	
Each additional Directory Assistance call	\$2.00	
Long Distance Directory Assistance	\$0.85	
Long Distance Directory Assistance with call completion	\$0.50	
800 Directory Assistance Listing, per 800 number	\$15.00	

Vanity Number Service

Vanity Number, per number	\$10.00	\$25.00
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Toll Free Service

Toll Free Payphone Blocking, per number	\$200.00	\$250.00
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Complete Access Installation  
 Change to Upgrade Complete Access, without premises visit  
 Change to Upgrade Complete Access, with premises visit  
 Change to Upgrade Internet Access speed  
 Change to Downgrade Complete Access, without premises visit  
 Change to Downgrade Complete Access, with premises visit  
 Change to add DID Trunk Termination  
 Change to add Voice feature  
 Change to CSR  
 Change to add PRI feature  
 Change to add Newsfeed  
 Change to add Primary DNS  
 Change to add Optional Calling Plans (LATAwide, EAS, Corridor...)  
 PIC change  
 Voice Mail installation  
 Voice Mail Pager Plus installation  
 Fax Overflow installation  
 Enhanced Voice Messaging 9 or less mailboxes  
 Enhanced Voice Messaging 10 or more mailboxes

**Monthly****Non-  
Recurring****One Time****Non-recurring**

\$250.00, per order  
 \$50.00, per order  
 \$250.00, per order  
 \$50.00, per ckt  
 \$50.00, per order  
 \$250.00, per order  
 \$50.00, per order  
 \$10.00, per order  
 \$20.00 per order  
 \$10.00 per order  
 \$10.00 per ckt  
 \$25.00 per ckt  
 \$10.00 per ckt  
 \$5.00 per WTN  
 \$10.00 per mailbox  
 \$10.00 per mailbox  
 \$10.00 per mailbox  
 \$50.00 per order  
 \$95.00 per order

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## 5.14 Complete Access (cont'd)

## 5.14.4 Expiration of Term Agreement

Upon expiration of the initial term, the term agreement will automatically renew on a month-to-month basis at the same monthly rates.

## 5.14.5 Termination Fees

Consistent with the customer's agreement, a termination liability charge will be applicable for service rate elements provided under the Complete Access term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to the number of months remaining under the term agreement multiplied by the monthly rate for the Services multiplied by one hundred (100) percent. The customer is obligated to pay such charges within thirty (30) days of termination. In the event service is provided via a third party, the customer is responsible for all cost incurred for such early termination with our service provider.

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T.R.A. No. 3  
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Xspedius Complete Voice- Lines/Trunks/PRI is a total package product offering consisting of Local, Long Distance and Toll Free services with optional custom calling features. The service will receive EZ LD minute of usage allowance. This product is only available to local end user service customers originating on Xspedius facilities off its Alabama switches in the cities Memphis and Nashville. Xspedius Complete Voice – Lines/Trunks/PRI is available under Month to Month, One Year, Two Year or Three Year Term Agreements. Each commitment level will be charged Monthly Recurring and Non-recurring rates as specified below.

Complete Voice - Lines/Trunks/PRIMonthly Recurring

Complete Voice - Lines/Trunks/B Channel

\$ 36.50

Complete Voice D Channel

\$110.00

## Term Discounts

Length of ContractMonthly %NRC %

One Year

0 %

0%

Two Year

10 %

100%

Three Year

15 %

100%

## 5.15.1 Line Components:

Xspedius Complete Voice- Lines/Trunks/PRI service monthly fee includes DS1 Access facility with Business Exchange Lines, and PBX Trunks. The customers may select a combination of the line/trunks components per DS1 in accordance with the service. Additionally, the following are included in the monthly fee as defined in the Basic Feature Plan:

- Call Block
- Hunting
- Toll Restrictions (Options A-T each)

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## 5.15 Xspedius Complete Voice – Lines/Trunks/PRI

## 5.15.1 Line Components

Additionally, the following are included with customers in the monthly fee as defined in the Enhanced Feature Plan:

- Automated Call Back \*69
- Automatic Call Rejection
- Automatic Recall (Redial)
- Call Block
- Call Forward Busy
- Call Forward No Answer
- Call Forward Variable
- Call Hold
- Call Transfer
- Call Waiting
- Caller ID Number Only
- Caller ID Name and Number
- Distinctive Ringing
- DNIS (Dialed Number Identification Service)
- Hunting
- PBX Outbound Calling ID
- Remote Activation Call Forwarding
- Speed Dial 8
- Speed Dial 30
- Three Way Calling
- Toll Restrictions (Options A-T each)

Xspedius Complete Voice- Lines/Trunks/PRI service monthly fee includes PRI Access facility with PRI Trunks. The customers may select a combination of the trunk components per PRI in accordance with the service. Additionally, the following is included in the monthly fee as defined in the Basic Feature Plan:

- Call Block 900/976
- Caller ID w/Number, PRI
- Hunting
- Toll Restrictions (Options A-T)

Additionally, the following are included with customers in the monthly fee as defined in the Enhanced Feature Plan.

- Call Block 900/976
- Call by Call, per PRI
- Caller ID w/Number, PRI
- Caller ID w/Name and Number, PRI

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- Hunting

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## 5.15 Xspedius Complete Voice – Lines/Trunks/PRI (Cont'd)

## 5.15.2 Optional Features

**Long Distance Service**

Xspedius Complete Voice- Lines/Trunks/PRI customers will receive the EZ LD rates for all Xspedius Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Xspedius Alabama General Services Tariff, the Xspedius Alabama Interexchange Services Tariff and the Interstate Long Distance Service Agreement.

International rates will receive the following Fixed Term Discounts for all Xspedius Tariff Dial One International rates as noted respectively in the Xspedius Alabama General Services Tariff, the Xspedius Alabama Interexchange Services Tariff and the International Service Agreement.

One Year	19.29%
Two Year	24.24%
Three Year	29.39%

**Toll Free Service**

Xspedius Complete Voice- Lines/Trunks/PRI customers will receive the EZ LD rates for all Xspedius Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Xspedius Alabama General Services Tariff, the Xspedius Alabama Interexchange Services Tariff and the Interstate Long Distance Service Agreement.

One Year	12%
Two Year	15%
Three Year	20%
	Service

Monthly    **Non-  
Recurring\***

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Additional charges will apply for the following components:

**DID Termination Charges:**

**\*Basic Feature Plan**

DID Trunk Termination, per line/trunk \$ 5.00

**\*Enhanced Feature Plan**

DID Trunk Termination, per line/trunk \$ 5.00

Enhanced DID Trunk Termination, per line.trunk \$ 2.00

**DID Number:**

1<sup>st</sup> Block of 20 DID numbers \$ 5.00

DID each additional block of 20 up to 500 numbers \$ 2.50

DID 500 + each additional block of 100 numbers \$50.00

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EXCHANGE ACCESS SERVICE

5.15 Xspedius Complete Voice – Lines/Trunks/PRI

5.15.3 Rates and Charges  
Service

Monthly

Non-  
Recurring\*

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**Feature Plans:**

Basic Feature Plan (included in base price)	\$0.00
Enhanced Feature Plan, per line/trunk	\$10.00

**LD Option Charge:**

LD 100 MOU Service Fee	\$ 7.00
LD 300 MOU Service Fee	\$19.00

**DS1 Optional Custom Calling Features:**

* Basic Feature Plan Custom Calling Features	
Account Code – Non Validated	\$ 0.00
Account Code – Validated	\$ 5.00
Anonymous Call Rejection	\$ 1.00
Automatic Call Back	\$ .50
Automatic Recall	\$ 1.00
Call Hold	\$ 1.00
Call Forward Busy	\$ 1.00
Call Forward No Answer	\$ 1.00
Call Forward Variable	\$ 1.00
Call Forwarding Additional Path	\$15.00
Call Transfer	\$ 2.00
Call Waiting	\$ 2.00
Caller ID w/Name & Number	\$ 5.00
Caller ID w/Number	\$ 2.50
Distinctive Ringing	\$ 1.00
DNIS (Dialed Number Identification Service)	\$ 5.00
Incoming FX	\$50.00
PBX Outbound Calling ID	\$ 5.00
Remote Activation of Call forward	\$ 1.00
Remote Call Forwarding	\$10.00
Remote Call Forwarding Additional path	\$15.00
Speed Dial 8	\$ 1.00
Speed Dial 30	\$ 2.00
Three Way Calling	\$ 2.00
e.spire Enhanced Voice Enhanced Voice Messaging (per mailbox)	\$ 9.95
(9 or fewer mailboxes)	\$50.00
(10 or more mailboxes)	\$95.00
Fax Overflow	\$ 7.95
Voice Mail (additional per mailbox)	\$ 5.00
Voice Mail Pager Plus	\$ 7.00

\*Non-recurring charges waived if features ordered upon initial installation of Xspedius

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## 5.15 Xspedius Complete Voice – Lines/Trunks/PRI

## 5.15.3 Rates and Charges

	<u>Monthly</u>	<u>Non-Recurring</u>
<b>DS1 Optional Custom Calling Features:</b>		
* Enhanced Feature Plan or Pack Custom Calling		\$10.00
Features Account Code – Non Validated	\$ 0.00	
Account Code – Validated	\$ 5.00	
Call Forwarding Additional Path	\$15.00	
Distinctive Ringing	\$ 1.00	
Incoming FX	\$50.00	
Remote Call Forwarding	\$10.00	
Remote Call Forwarding Additional path	\$15.00	
Messaging (per mailbox) Enhanced Voice Messaging (per mailbox)	\$ 9.95	
(9 or fewer mailboxes)		\$50.00
(10 or more mailboxes)		\$95.00
Fax Overflow	\$ 7.95	
Voice Mail (additional per mailbox)	\$ 5.00	
Voice Mail Pager Plus	\$ 7.00	
*Non-recurring charges waived if features ordered upon initial installation of Xspedius.		
<b><u>PRI Optional Custom Calling Features:</u></b>		
<i>Basic Feature Plan Custom Calling Features</i>		
Call by Call, per PRI	\$50.00	
Caller ID w/ Name & Number, PRI	\$50.00	
Incoming FX	\$50.00	
Redirecting Number on PRI	\$50.00	
<i>Enhanced Feature Plan or Pack Custom Calling Features</i>		
Incoming FX	\$50.00	
Redirecting Number on PRI	\$50.00	

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## 5.15 Xspedius Complete Voice – Lines/Trunks/PRI

## 5.15.3 Rates and Charges

<u>Ancillary Services</u>	<u>Monthly</u>	<u>Non-Recurring</u>
<u>Directory Assistance</u>		
Non-Published	\$3.00	
Non-Listed	\$1.50	
Each additional Directory Assistance call	\$2.00	
Long Distance Directory Assistance	\$0.85	
Long Distance Directory Assistance with call completion	\$0.50	
800 Directory Assistance Listing, per 800 number	\$15.00	
<u>Vanity Number Service</u>		
Vanity Number, per number	\$10.00	\$25.00
<u>Toll Free Service</u>		
Toll Free Payphone Blocking, per number	\$200.00	\$250.00
<u>Moves/Adds/Changes (MACS)</u>		
Complete Voice- Lines/Trunks/PRI Installation		One Time Non-recurring
1 <sup>st</sup> line, trunk, B channel		\$50
each additional line, trunk, B channel		\$15
for D Channel		\$50
Change to Complete Voice- Lines/Trunks/PRI , without premises visit		\$50.00, per order
Change to Complete Voice- Lines/Trunks/PRI, with premises visit		\$250 00, per order
Change to add DID Trunk Termination		\$50.00, per order
Change to add Voice feature		\$10.00, per order
Change to CSR		\$20.00 per order
Change to add PRI feature		\$10 00 per order
Change to add Newsfeed		\$10 00 per ckt
Change to add Primary DNS		\$25.00 per ckt
Change to add Optional Calling Plans (LATAwide, EAS, Corridor...)		\$10.00 per ckt
PIC change		\$5.00 per WTN

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EXCHANGE ACCESS SERVICE

5.15 Xspedius Complete Voice – Lines/Trunks/PRI

5.15.4 Expiration of Term Agreement

Upon expiration of the initial term, the term agreement will automatically renew on a month-to-month basis at the same monthly rates.

5.15.5 Termination Fees

Consistent with the customer's agreement, a termination liability charge will be applicable for service rate elements provided under the Complete Voice – Lines/Trunks/PRI term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to the number of months remaining under the term agreement multiplied by the monthly rate for the Services multiplied by one hundred (100) percent. The customer is obligated to pay such charges within thirty (30) days of termination. In the event service is provided via a third party, the customer is responsible for all cost incurred for such early termination with our service provider.

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## 5.16 Xspedius Complete T

Xspedius Complete T is a total package product offering consisting of Local, Long Distance and Toll Free services with optional custom calling features. This product is only available to local end user service customers originating on Memphis and Nashville, TN switches. Xspedius Complete T is available under One, Two or Three Year Term Agreements. Each commitment level will be charged Monthly Recurring and Non-recurring rates as specified.

<u>Term Discounts</u>		
<u>Length of Contract</u>	<u>Monthly %</u>	<u>NRC %</u>
One Year	0 %	0%
Two Year	10 %	100%
Three Year	15 %	100%

## 5.16.1 Line Components:

Xspedius Complete T service monthly fee includes Business Exchange Lines, Analog PBX Trunks and PBX Trunks. The customers may select a combination of the line components of up to 24 potential lines per T-1. Additionally, the following Standard Custom Calling Features are included in the monthly fee:

- Call Block
- Hunting
- DID Termination
- Toll Restriction (Option A-T each)

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5.16 Xspedius Complete T (Cont'd)

5.16.1 Line Components (cont'd):

Additionally, the following are included with customers in the monthly fee as defined in the Enhanced Feature Plan:

- Automated Call Back \*69
- Automatic Call Rejection
- Automatic Recall (Redial)
- Call Block
- Call Forward Busy
- Call Forward No Answer
- Call Forward Variable
- Call Hold
- Call Transfer
- Call Waiting
- Caller ID Number Only
- Caller ID Name and Number
- DID Termination
- Distinctive Ringing
- DNIS (Dialed Number Identification Service)
- Hunting
- PBX Outbound Calling ID
- Remote Activation Call Forwarding
- Speed Dial 8
- Speed Dial 30
- Three Way Calling
- Toll Restrictions (Options A-T each)

Xspedius Complete T service monthly fee includes PRI Access facility with PRI Trunks. The customers may select a combination of the trunk component per PRI in accordance with the service. Additionally, the following is included in the monthly fee as defined in the Basic Feature Plan:

- Call Block 900/976
- Caller ID w/Number, PRI
- DID Termination, per trunk

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- Hunting
- Toll Restrictions (Options A-T)

#### EXCHANGE ACCESS SERVICE

#### 5.16 Xspedius Complete T (Cont'd)

##### 5.16.1 Line Components:

Additionally, the following are included with customers in the monthly fee as defined in the Enhanced Feature Plan.

- Call Block 900/976
- Caller ID w/Number, PRI
- Caller ID w/Name and Number, PRI
- DID Termination, per trunk
- Hunting
- Toll Restrictions (Options A-T)

##### 5.16.2 Optional Features

#### **Long Distance Service**

Xspedius Complete T customers will receive the EZ LD rates for all Xspedius Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Xspedius Tennessee General Services Tariff, the Xspedius Tennessee Interexchange Services Tariff and the Interstate Long Distance Service Agreement.

International rates will receive the following Fixed Term Discounts for all Xspedius Tariff Dial One International rates as noted respectively in the Xspedius Tennessee General Services Tariff, the Xspedius Tennessee International Services Tariff and the Interstate Long Distance Service Agreement.

One Year	19.29%
Two Year	24.24%
Three Year	29.39%

#### **Toll Free Service**

Xspedius Complete T customers will receive the EZ LD rates for all Xspedius Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Xspedius Tennessee General Services Tariff, the Xspedius Tennessee Interexchange Services Tariff and the Interstate Long Distance Service Agreement.

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One Year	12%
Two Year	15%
Three Year	20%

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EXCHANGE ACCESS SERVICE

5.16 Xspedius Complete T (Cont'd)

## 5.16.3 RATES AND CHARGES

Service	<u>Monthly</u>	<u>Non-Recurring*</u>
Complete T		
Per DS1	\$720.00	
Per PRI	\$727.00	
Additional charges will apply for the following components:		
<u>DID Termination Charges:</u>		
*Basic Feature Plan		
DID Trunk Termination, per line/trunk	\$ 5.00	
*Enhanced Feature Plan		
DID Trunk Termination, per line/trunk	\$ 5.00	
Enhanced DID Trunk Termination, per line/trunk	\$ 2.00	
<u>DID Number:</u>		
1 <sup>st</sup> Block of 20 DID numbers	\$ 5.00	
DID each additional block of 20 up to 500 numbers	\$ 2.50	
DID 500 + each additional block of 100 numbers	\$50.00	
<u>Feature Plans:</u>		
Basic Feature Plan (included in base price)	\$0.00	
Enhanced Feature Plan, per T1/PRI	\$75.00	
<u>Option Plans:</u>		
Complete T Basic Pack, per T1/PRI	\$75.00	
Complete T Bonus Pack, per T1/PRI	\$300.00	

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5 16 Xspedius Complete T (Cont'd)

## 5.16.3 RATES AND CHARGES (cont'd)

Service	Monthly	Non-Recurring*
DS1 Optional Custom Calling Features:		
*Basic Feature Plan Custom Calling Features		
Account Code – Non Validated	\$ 0.00	
Account Code – Validated	\$ 5.00	
Anonymous Call Rejection	\$ 1.00	
Automatic Call Back	\$ .50	
Automatic Recall	\$ 1.00	
Call Hold	\$ 1.00	
Call Forward Busy	\$ 1.00	
Call Forward No Answer	\$ 1.00	
Call Forward Variable	\$ 1.00	
Call Forwarding Additional Path	\$15.00	
Call Transfer	\$ 2.00	
Call Waiting	\$ 2.00	
Caller ID w/Name & Number	\$ 5.00	
Caller ID w/Number	\$ 2.50	
Distinctive Ringing	\$ 1.00	
DNIS (Dialed Number Identification Service)	\$ 5.00	
Incoming FX	\$50.00	
PBX Outbound Calling ID	\$ 5.00	
Remote Activation of Call Forwarding	\$ 1.00	
Remote Call Forwarding	\$10.00	
Remote Call Forwarding Additional path	\$15.00	
Speed Dial 8	\$ 1.00	
Speed Dial 30	\$ 2.00	
Three Way Calling	\$ 2.00	
Enhanced Voice Messaging (per mailbox)	\$ 9.95	
(9 or fewer mailboxes)		\$50.00 per order
(10 or more mailboxes)		\$95.00 per order
Fax Overflow	\$ 7.95	
Voice Mail (additional per mailbox)	\$ 5.00	
Voice Mail Pager Plus	\$ 7.00	
*Non-recurring charges waived if features ordered upon initial installation of Xspedius		

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## 5.16 Xspedius Complete T (Cont'd)

## 5.16.3 RATES AND CHARGES (Cont'd)

Service	Monthly	Non-Recurring*
DS1 Optional Custom Calling Features:		
* Enhanced Feature Plan or Pack Custom Calling Features		
Account Code – Non Validated	\$ 0.00	
Account Code – Validated	\$ 5.00	
Call Forwarding Additional Path	\$15.00	
Incoming FX	\$50.00	
Remote Call Forwarding	\$10.00	
Remote Call Forwarding Additional path	\$15.00	
Enhanced Voice Messaging (per mailbox)	\$ 9.95	
(9 or fewer mailboxes)		\$50.00 per order
(10 or more mailboxes)		\$95.00 per order
Fax Overflow	\$ 7.95	
Voice Mail (additional per mailbox)	\$ 5.00	
Voice Mail Pager Plus	\$ 7.00	

\*Non-recurring charges waived if features ordered upon initial installation of Xspedius

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## 5.16 Xspedius Complete T (Cont'd)

## 5.16.3 RATES AND CHARGES (Cont'd)

	<u>Monthly</u>	<u>Non-Recurring</u>
<b><u>PRI Optional Custom Calling Features:</u></b>		
<i>Basic Feature Plan Custom Calling Features</i>		
Call by Call, per PRI	\$50.00	
Caller ID w/ Name & Number, PRI	\$50.00	
Incoming FX	\$50.00	
Redirecting Number on PRI	\$50.00	
<i>Enhanced Feature Plan or Pack Custom Calling Features</i>		
Call by Call, Per PRI	\$50.00	
Incoming FX	\$50.00	
Redirecting Number on PRI	\$50.00	

## 5.16.4 Ancillary charges

	<u>Monthly</u>	<u>Non-Recurring</u>
<b><u>Directory Assistance</u></b>		
Non-Published	\$3.00	
Non-Listed	\$1.50	
Each additional Directory Assistance call	\$2.00	
Long Distance Directory Assistance	\$1.25	
Long Distance Directory Assistance with call completion	\$0.50	
800 Directory Assistance Listing, per 800 number	\$15.00	
<b><u>Vanity Number Service</u></b>		
Vanity Number, per number	\$10.00	\$25.00
<b><u>Toll Free Service</u></b>		
Toll Free Payphone Blocking, per number	\$200.00	\$250.00

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## 5.16 Xspedius Complete T (Cont'd)

5.16.4 Ancillary Services (cont'd)

<u>Moves/Adds/Changes (MACS)</u>	<u>Monthly</u>	<u>Non-Recurring</u>
	<u>One Time</u> <u>Non-recurring</u>	
Complete T Installation 1 year term	\$250.00	
Complete T Installation 2 year term	\$1000.00	
Complete T Installation 3 year term	\$750.00	
Change to Complete T , without premises visit	\$50.00, per order	
Change to Complete T, with premises visit	\$250.00, per order	
Change to add DID Trunk Termination	\$50.00, per order	
Change to add Voice feature	\$10.00, per order	
Change to CSR	\$20.00 per order	
Change to add PRI feature	\$10.00 per order	
Change to add Newsfeed	\$10.00 per ckt	
Change to add Primary DNS	\$25.00 per ckt	
Change to add Optional Calling Plans (LATAwide, EAS, Corridor )	\$10.00 per ckt	
PIC change	\$5 00 per WTN	
Voice Mail installation	\$10.00 per mailbox	
Voice Mail Pager Plus installation	\$10.00 per mailbox	
Fax Overflow installation	\$10 00 per mailbox	
Enhanced Voice Messaging 9 or less mailboxes	\$50.00 per order	
Enhanced Voice Messaging 10 or more mailboxes	\$95.00 per order	

## 5.16.5 Expiration of Term Agreement

Upon expiration of the initial term, the term agreement will automatically renew on a month-to-month basis at the same monthly rates.

## 5.16.6 Termination Fees

Consistent with the customer's agreement, a termination liability charge will be applicable for service rate elements provided under the Complete Access term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to the number of months remaining under the term agreement multiplied by the monthly rate for the Services multiplied by one hundred (100) percent. The customer is obligated to pay such charges within thirty (30) days of termination. In the event service is provided via a third party, the customer is responsible for all cost incurred for such early termination with our service provider.

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EXCHANGE ACCESS OPTIONAL FEATURES

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EXCHANGE ACCESS OPTIONAL FEATURES6.1 Directory Listings

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number<sup>1</sup> in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at the following rates:

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Each Additional Listing	N/A	\$2.50
Non List Non Publish	N/A	\$2.50

6.1.1 Directory Errors or Omissions

Consistent with Section 2.1.4, the Company's liability arising from any and all errors in, omissions or erroneous inclusions of directory listings shall be limited to and satisfied by a refund not exceeding the amount of the directory listing charges for such of the Customer's service as is affected during the period covered by the directory in which the error or omission occurs.

In the event of an error in or omission of a Customer directory listing from the Yellow Pages or White Pages, the Company shall, in addition to the refund, if any, and subject to the limitations provided herein, credit the Customer's basic business telephone charges, with the following credit during the service life of the directory in which the omission occurred:

Credit to Customer: \$1.00 per month

The Company shall not be liable for any act or omission of the Customer or any other company or companies with respect to errors in, omissions or erroneous inclusions of directory listings.

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<sup>1</sup>For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise

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Main Number Retention is an optional feature by which a new Customer, who was formally a customer of another certificated local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Access Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

Monthly recurring and non-recurring charges apply per retained number. Rates for retained numbers may vary from area to area.

<b>Rates</b>	<b>Non-Recurring</b>	<b>Monthly Recurring</b>
per retained number	No Charge	No Charge
per retained vanity number	\$14.50	\$3.50

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Section 6 – Original Page 3EXCHANGE ACCESS OPTIONAL FEATURES6.3 Authorization Codes

This option restricts calls from being made unless the correct authorization code is entered. Only customer specified codes will be accepted. The customer then may use these codes to track calling for cost analysis and bill-back purposes. Two options are available

**Provisioning Considerations:**

Option A: Local calling only/no operated assisted calls. No information services, restricts the following:

Operator 0 +  
Operator 0 -  
DDD 1+  
1+900  
1+976  
976  
IDDD 011+  
1+555-1212  
1+NPA-555-1212

Option B: No operated assisted calls and information services, restricts the following:

Operator 0 +  
Operator 0 -  
1+900  
1+976  
976  
1+555-1212  
1+NPA-555-1212

**Pricing:****Non-Recurring**

## Authorization Codes

Option A	Business Line, ca.	\$40.00	
Option A	PBX Trunk, ca.	\$40.00	
Option B	Business Line, ea.	\$40.00	
Option B	PBX Trunk, ca.		\$40.00

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Section 6 – Original Page 46.3 Authorization Codes (Cont'd)Monthly Recurring:

## Authorization Codes

Option A	Business Line, Ca.	\$3.75
Option A	PBX Trunk, ca.	\$3.75
Option B	Business Line, Ca.	\$3.75
Option B	PBX Trunk, Ca.	\$3.75

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EXCHANGE ACCESS OPTIONAL FEATURES6.4 Vanity Number Service

Vanity Number Service is an optional feature by which a new Customer may request a specific or unique telephone number and fax number for use with the Company provided Exchange Access Services. This service provides for the assignment of a customer requested telephone number other than the next available number from the assignment control list.

Vanity Number Service is furnished subject to the availability of facilities and the requirements of Exchange Access Service as defined by the Company. The Company reserves all rights to the Vanity Numbers assigned to customers and may, therefore, change them if required.

Monthly recurring charges apply per Vanity number.

<b>Rates</b>	<b>Non-Recurring</b>	<b>Monthly Recurring</b>
Per Vanity Number	\$0.00	\$0.00

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RESOLD LOCAL EXCHANGE SERVICE

Resold Local Exchange Service is composed of the resale of services provided by other certificated Local Exchange Carriers. The services described in this tariff will be provided on a resold basis where XSPEDIUS facilities-based service is not available.

Pricing for XSPEDIUS services will be identical whether provided on a resold or facilities basis, and is contained herein.

XSPEDIUS reserves the right to determine whether service will be provided on a resold or facilities basis.

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RESOLD LOCAL EXCHANGE SERVICE

7.1 Description

Resold Local Exchange Service is composed of the resale of services provided by other certificated Local Exchange Carriers. The services described in this tariff will be provided on a resold basis where XMC facilities-based service is not available.

Pricing for XMC services will be identical whether provided on a resold or facilities-based, and is contained herein.

XMC reserves the right to determine whether service will be provided on a resold or facilities-based basis.

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## Xspedius Management Co. Of Chattanooga, LLC

T.R.A. No. 3  
Section 7 – Original Page 27.2 Xspedius Complete Voice - Xtra

Complete Voice - Xtra is a suite of products consisting of lines, trunks and features that are delivered via Unbundled Network Elements Platform (UNEP) to the customer. UNEP-based services are provided in markets and ILEC central offices where the Company does not have facilities. The Complete Voice - Xtra bundles local dial tone with voice features, Voice Mail and long distance service. The service will receive EZ LD minute of usage allowance. The product is primarily directed toward businesses with the incumbent local exchange carrier BellSouth in the State of Tennessee. Xspedius Complete Voice - Xtra is available under One Year Term Agreements. The one year commitment level will be charged Monthly Recurring and Non-recurring rates as specified below.

<u>Complete Voice - Xtra</u>	<u>MRC</u>	<u>NRC</u>
Business Exchange Lines, PBX DOD Trunk, PBX Incoming Trunk, PBX Combo Trunk		
(Zone 1)	\$29.00	\$25.00
(Zone 2)	\$32.50	\$25.00
PBX DID Trunk		
(Zone 1)	\$44.50	\$25.00
(Zone 2)	\$40.50	\$25.00
Discounts	0%	100%

## 7.2.1 Line Components:

Xspedius Complete Voice - Xtra service monthly fee includes with Business Exchange Lines and. or PBX Trunks. The customers may select a combination of the lines/trunks components with no limit on the potential number of lines/trunks in accordance with the service. Additionally, the following are custom calling features, which can be chosen a la carte at no additional cost:

900/976 Block	Caller ID Number Only
Toll Restriction	Caller ID Number/Name
Hunting	Caller ID Number/Name – Multi-Line Hunt Group
Automatic Call Back	Enhanced Caller ID with Call Management
Anonymous Call Rejection	Speed Dial 8
Automatic Recall	Speed Dial 30
Call Waiting/Cancel Call Waiting	Voicemail Phantom Number
Three Way Calling/Call Transfer	Message Waiting Indicator (A/V)
Call Forward Busy	Preferred Call Forwarding
Call Forward Don't Answer	Remote Activation of Call Forwarding
Call Forward Variable	Voice Mail Star Access
Call Forward No Answer	Call Forward No Answer Ring Control
Call Selector	

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**7.2 Xspedius Complete Voice - Xtra**

**7.2.2 Optioal Features**

**Long Distance Service**

Xspedius Complete Voice - Xtra customers will receive the EZ LD rates for all Xspedius Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Xspedius Tennessee General Services Tariff, the Xspedius Tennessee Inter-exchange Services Tariff and the Interstate Long Distance Service Agreement.

International rates will receive the following Fixed Term Discounts for all Xspedius Tariff Dial One International rates as noted respectively in the Xspedius Tennessee General Services Tariff, the Xspedius Tennessee Inter-exchange Services Tariff and the International Service Agreement.

One Year	19.29%
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T.R.A. No. 3  
Section 7 – Original Page 4**7.2 Xspedius Complete Voice - Xtra****7.2.2 Optional Features**

Toll Free Service

Xspedius Complete Voice - Xtra customers will receive the EZ LD rates for all Xspedius Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Xspedius Tennessee General Services Tariff, the Xspedius Tennessee Interexchange Services Tariff and the Interstate Long Distance Service Agreement.

One Year 12%

Voice Mail Service

Xspedius Complete Voice – Xtra customers will receive the EZ LD rates for all Xspedius Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the Xspedius Tennessee General Services Tariff, the Xspedius Tennessee Interexchange Services Tariff and the Interstate Long Distance Service Agreement.

Voice Mail  
Voice Mail Pager Plus  
Voice Mail Extension  
Voice Mail Messaging Service  
Voice Mail Transfer Box

**7.2.3 Rates and Charges**

Service	Monthly	Non-Recurring*
<b><u>DID Number:</u></b>		
1 <sup>st</sup> Block of 20 DID numbers	\$ 5.00	
DID each additional block of 20 up to 500 numbers	\$ 2.50	
DID 500 + each additional block of 100 numbers	\$50.00	

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T.R.A. No. 3  
Section 7 – Original Page 5**7.2 Xspedius Complete Voice – Xtra (Cont'd)****7.2.3 Rates and Charges****Ancillary Services**

Description of change	Service	Per Occurance MRC
Single List/WP only *	Directory Listing	\$0.00
Non-published (No DA, no WP, no YP) *	Directory Listing	\$3.00
Non Listed *	Directory Listing	\$1.50
Additional Listing *	Directory Listing	\$2.00
800 Directory Assistance Listing, per 800 number *	Directory Listing	\$15.00
Vanity Number, per number *	Vanity Number Service	\$ 0.00
Toll Free Payphone Blocking, per number	Toll Free Service	\$200.00
Station to Station	Operator Services	\$0.50
Calling Card	Operator Services	\$0.50
3 <sup>rd</sup> Number	Operator Services	\$1.00
Collect Call	Operator Services	\$0.50
Person to Person	Operator Services	\$2.00
Call Allowance	Directory Assistance	2 calls
Call Completion	Directory Assistance	\$0.45
Long Distance DA *	Directory Assistance	\$.85 per occurrence
Long Distance Call Completion surcharge *	Directory Assistance	\$.50 per occurrence
Verification Request	Busy Line Verification	\$6.50
Emergency Interrupt Request (in addition to VR)	Busy Line Verification	\$6.50

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T.R.A. No. 3  
Section 7 – Original Page 6**7.2 Xspedius Complete Voice – Xtra (Cont'd)****7.2.3 Rates and Charges (cont'd)****Moves / Adds / Changes Charges (cont'd)**

Description of change	Per Occurance Fee
Complete Voice – Xtra Lines/Trunks Installation	\$25.00
Change to add voice feature	\$10.00
Change to CSR	\$20.00 per order
Change to add Optional Calling Plans (LATAwide, EAS, Corridor...)	\$10.00 per ckt
PIC change	\$5.00 per WTN
Voice Mail installation	\$10.00 per mailbox
Voice Mail Pager Plus installation	\$10.00 per mailbox
Voice Mail Extension Installation	\$15.00 per mailbox
Voice Mail Messaging Service Installation	\$15.00 per mailbox
Voice Mail Transfer Box Installation	\$00.00 per box
Vanity Number	\$10.00
Toll Free Number	\$ 1.00
Toll Free Payphone Blocking	\$250.00 per number

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**7.2 Xspedius Complete Voice – Xtra (Cont'd)**

**7.2.4 Expiration of Term Agreement**

Upon expiration of the initial term, the term agreement will automatically renew on a month-to-month basis at the same monthly rates.

**7.2.5 Termination Fees**

Consistent with the customer's agreement, a termination liability charge will be applicable for service rate elements provided under the Complete Voice – Xtra term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to the number of months remaining under the term agreement multiplied by the monthly rate for the Services multiplied by one hundred (100) percent. The customer is obligated to pay such charges within thirty (30) days of termination. In the event service is provided via a third party, the customer is responsible for all cost incurred for such early termination with our service provider.

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LOCAL CALLING SERVICE

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### LOCAL CALLING SERVICE

#### 8.1 Description

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network<sup>2</sup> bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area.

- 8.1.1 Basic Local Exchange Service - This calling service allows the Customer unlimited access to all other stations on the public switched telephone network within the customer's Basic Local Calling Area.<sup>3</sup> All calls to destinations outside the Basic Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 9.3 following.

[Table appears on next page]

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<sup>2</sup>Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

<sup>3</sup>As specified in Southern Bell Telephone and Telegraph Company-Tennessee, General Subscriber Service Tariff, Section A3.6.1--Local Calling Area Exchanges, in effect and as amended from time-to-time

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<b>MARKET SERVING AREA</b>	<b>CALLING AREA</b>
<b>Chattanooga, TN includes:</b>  423: 208, 209, 265, 266, 267, 326, 344, 387, 395, 480, 485, 490, 493, 495, 499, 510, 513, 514, 517, 527, 550, 616, 622, 624, 629, 634, 642, 697, 698, 751, 752, 755, 756, 757, 763, 778, 785, 814, 821, 822, 825, 827, 842, 843, 846, 847, 855, 867, 870, 874, 875, 876, 877, 886, 892, 893, 894, 899, 954	<b>Local calling area includes:</b>  423: 236, 336, 208, 209, 265, 266, 267, 326, 344, 387, 395, 480, 485, 490, 493, 495, 499, 510, 513, 514, 517, 527, 550, 616, 622, 624, 629, 634, 642, 697, 698, 751, 752, 755, 756, 757, 763, 7778, 785, 814, 821, 822, 825, 827, 842, 843, 846, 847, 855, 867, 870, 874, 875, 876, 877, 886, 892, 893, 894, 899, 954, 339, 472, 473, 476, 478, 479, 559, 614, 961, 396, 570, 775, 334, 942, 238, 332, 837, 365, 658  615: 236, 614, 961, 238  706: 375, 931, 539, 638, 639, 764, 935, 937, 965, 397, 398  912: 334
Non Optional Flat Rate Service (A.3.6.1)	Non Optional Flat Rate Service (A3.6.1)
<b>XSPEDIUS Flat Rate Exchange Calling Area from Chattanooga Exchange</b>	<b>XSPEDIUS Flat Rate Exchange Calling Area from Chattanooga Exchange</b>

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INTRALATA CALLING SERVICE

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### INTRALATA CALLING SERVICE

#### 9.1 Description

IntraLATA calling service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network<sup>4</sup> bearing the designation of any central office exchanges, areas, and zones outside of the Customer's Basic Calling Area but within the same state and LATA.

#### 9.2 Time Periods

Day, Evening and Night/Weekend rate periods are shown below. On holidays, Evening rates will apply unless a lower rate will normally apply.

When available, discounts apply equally and automatically to total charges for all messages with fractional amounts rounded to the nearest higher cent. Discounts do not apply to Customer dialed calling card, other station or person charges. Additionally, time of day discount apply in the following manner:

Full Rate: Monday through Sunday, 7:00 a.m.- 6:59 a.m.

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

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<sup>4</sup>Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility

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INTRALATA CALLING SERVICE9.3 Rates

<b>RATE MILEAGE</b>	<b>INITIAL 6 SECONDS</b>	<b>EACH ADD'L 6 SECONDS</b>
1-10	\$0.01	\$0.0099
11-16	\$0.01	\$0.0099
17-22	\$0.01	\$0.0099
23-30	\$0.01	\$0.0099
31-40	\$0.01	\$0.0099
41-55	\$0.01	\$0.0099
56-70	\$0.01	\$0.0099
71-85	\$0.01	\$0.0099
86-100	\$0.01	\$0.0099
101-Over	\$0.01	\$0.0099

<b>Discount Rates Periods</b>	<b>Discount</b>
Saturday and Sunday: 8:00 a.m. to 5:00 p.m.	N/A*
Saturday: 5:00 p.m. to 11:00 p.m.	N/A*
Monday-Friday & Sunday: 5:00 p.m. to 11:00 p.m.	N/A*
Monday-Sunday: 11:00 p.m. to 8:00 a.m.	N/A*

\* - N/A indicates discounted rates are currently not available.

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MISCELLANEOUS SERVICES

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### MISCELLANEOUS SERVICES

#### 10.1 Operator Services

##### Description

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, and to Customers and Users of exchange access lines.

##### 10.1.2 Definitions

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then request the operator to dial the called station.

Billed to Non-Proprietary Calling Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

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T.R.A. No. 3  
Section 10 – Original Page 2MISCELLANEOUS SERVICES10.1 Operator Services (Cont'd)10.1.3 Rates

Local exchange and IntraLATA calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Sections 8 and 9, preceding. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in Section 11.2.3 and Section 11.1.3 will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

Rates:

	<b>XSPEDIUS</b>
Station to Station	\$0.50/call
Calling Card	\$0.50/call
3rd Number Billing	\$1.00/call
Collect Calls	\$0.50/call
Person to Person	\$2.00/call

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### MISCELLANEOUS SERVICES

#### 10.2 Busy Line Verify and Line Interrupt Service

##### 10.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- A) The operator will determine if the line is clear or in use and report to the calling party.
- B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

##### 10.2.2 Regulations

- A) A charge will apply when:
  - 1) The operator verifies that the line is busy with a call in progress.
  - 2) The operator verifies that the line is available for incoming calls.
  - 3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

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MISCELLANEOUS SERVICES

10.2 Busy Line Verify and Line Interrupt Service (Cont'd)

10.2.2 Regulations (Cont'd)

- B) No charge will apply:
  - 1) When the calling party advises that the call is to or from an official public emergency agency.
  - 2) Under conditions other than those specified in 11.2.2(A) preceding.
- C) Business Verification and interrupt Service is furnished where and to the extent that facilities permit.
- D) The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

10.2.3 Rates

Busy Line Verify Service (each request)	\$1.75
Busy Line Verify and Busy Line Interrupt Service (each request)	\$1.50

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T.R.A. No. 3  
Section 10 – Original Page 5MISCELLANEOUS SERVICES10.3 Service Implementation

Absent a promotional offering, service implementation charges will apply to orders to change existing service.

Non-Recurring  
\$22.00 per service order

10.4 Restoration of Service

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later re-established.

Non-Recurring per occasion	\$40.00
Charge per telephone number restored	\$0.00

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**ATTACHMENT 5****APPENDIX II**  
**Informational Tariff Sheet****RATE SCHEDULES****1. Audio Conference Calling****Description of Service**

Audio Conference Calling service is an audio service that allows Customers to establish conference calls with individuals located at different sites. Customers may select among the following audioconferencing services when making a conference reservation:

800 Attended- Using the 800 Attended option, each participant to the conference enters into the conference meeting using their pre-assigned conference telephone number. 800 Attended provides a "live" conference operator who will enter each participant into the conference meeting.

800 Unattended- The 800 Unattended option is designed for experienced conference users who do not require a "live" conference operator to greet and enter participants into audioconferencing meetings. Under this option, each participant will dial into their scheduled Unattended call, receive an electronic voice greeting and prompt to enter their pass code into the telephone keypad to enter their conference meeting.

Dial Out- The Dial Out option is available for meetings that require a conference operator to "dial out" to meeting participants at a scheduled meeting time. The Dial Out participant list is either verbally given when the conference reservation is made or the Customer may fax the list of conference participants.

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APPENDIX II  
Informational Tariff Sheet

**RATE SCHEDULES (Cont'd)**

1. **Audio Conference Calling (Cont'd)**

**Description of Service (Cont'd)**

Local Meet Me Attended- Under the Local Meet Me Attended option, the participant, using a local DID number, dials into the conference meeting using a pre-assigned conference telephone number. Personal 800 numbers also can be used for those who schedule Local Meet Me Attended conferences. The participant will be greeted by a conference operator and each will be asked for the conference password. Additional security information can be requested by the operator such as the participant's name, or their employee number for high security conference meetings.

Local Unattended- Under the Local Unattended option, the participant, using a local DID number, dials into the conference meeting using a pre-assigned conference telephone number. Local Unattended is designed for Customers who are comfortable with audio conference meetings and do not require a "live" conference operator to greet and enter them into the conference call. Each participant will dial into their scheduled Unattended call, receive an electronic voice and prompt to enter the passcode into the telephone keypad to enter their conference meeting.

Audio Conference Customer also may select among the following additional features:

Tape Recording  
Transcription  
Fax  
Tape Copies

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APPENDIX II  
Informational Tariff Sheet

**RATE SCHEDULES (Cont'd)**

1. **Audio Conference Calling (Cont'd)**

**Billing Increments**

Audio Conference Calls are billed in initial one (1) minute increments and additional periods of one (1) minute. All Audio Conference calls are rounded up to the next full minute

**Proposed Rates**

**Audio Conference Calling Options**

800 Attended	\$.55 per minute
800 Unattended	\$.45 per minute
Dial Out	\$.55 per minute
Local Meet Me Unattended	\$.30 per minute
Local Unattended	\$.25 per minute

**Features:**

The charges listed below are in addition to those listed for Audio Conference Calling.

Tape Recording	\$12.00 per 90 minutes
Transcription	\$50.00 per transcription hour
Fax	\$.50 per page
Tape Copies	\$10 per tape

**Dominant Carrier/AT&T Rates**

Not applicable.

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APPENDIX II  
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**RATE SCHEDULES (Cont'd)**

2. **Post-Paid Calling Card**

**Description of Service**

Post-Paid Calling Card service enables Customers to make calls through the use of a long distance calling card. Charges incurred are billed to the Customer's Accounts.

**Billing Increments**

Post-Paid Calling Card calls are billed in initial one (1) minute increments and additional periods of one (1) minute. All Post-Paid Calling Cards are rounded up to the next full minute.

**Proposed Rates**

Per Minute: \$0.20

There is no service charge.

**Dominant Carrier/AT&T Rates**

Basic MTS charge plus \$0.80 service charge for Customer Dialed Calling Card Station.

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**RATES SCHEDULES (Cont'd)**

3. **1+ Long Distance**

Description of Service

XMC Long Distance is a long distance message telephone service provided between points located within the state.

Billing Increments

All XMC Long Distance calls are billed in initial six (6) second increments (T) and additional periods of six (6) seconds.

Rates

Initial 6 seconds: \$0.0140 (R)(T)

Additional 6 seconds: \$0.0140

4. **Dedicated Toll Free Service**

[RESERVED FOR FUTURE USE]

5. **Prepaid Calling Card Service**

[RESERVED FOR FUTURE USE]

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6. **Directory Assistance**

Description of Service

Directory Assistance is a service which provides Customers with access to telephone number information. Customers will incur a directory assistance charge regardless of whether the requested telephone number is listed in the Company's database.

Billing Increments

All XMC Directory Assistance calls are billed on a per call basis.

Rates

N/C

6. **Toll Free Directory Assistance Listing**

A Directory Assistance listing charge applies to all 800/888/877 numbers (T) requesting Toll Free Directory Assistance Listing

**Monthly Recurring**

(I)(T)

Toll Free Directory

Assistance Listing  
(each 800/888/877 number) \$15.00

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**RATE SCHEDULES (Cont'd)**

**7      Switched Toll Free Service**

**Description of Service**

Switched Toll Free Service is a inbound 800/888 switched voice product that provides XMC customers with the capability to receive toll free calls from anywhere within the Continental U.S. including Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands. Features of this Toll Free Service include Area Code Blocking, 800/888 Number Portability, Toll-Free Directory Assistance Listing.

XMC offers inbound Switched Toll Free Access to its Customers. Rates for these services vary by specific service offering; and/or time of day, day of week, type of access, mileage, volume, term of commitment. In addition, the Company offers Toll Free Directory Assistance Listing and other miscellaneous features to Customers of its services.

Intrastate Toll Free services are provided for the origination of Toll Free telecommunications within the state. Rates for Toll Free services originating outside of the state are governed by XMC Local Switched Services' FCC No. 1. Originating availability varies by service type and the Company reserves the right to limit its service origination to specific geographic areas.

All services are available 24 hours a day, seven days a week.

**Service Availability**

All XMC inbound Toll Free services are available to Customers in any area of the U.S. mainland served by an equal access central office. Calls can be placed from any location in the U.S. mainland, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. XMC Intrastate Toll Free services are available to Customers in the Serving Areas defined in this Tariff.

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## APPENDIX II Informational Tariff Sheet

### RATE SCHEDULES (Cont'd)

#### 7 Switched Toll Free Service(Cont'd)

##### Billing Increments

Charges are based on intervals of a minimum of 6 seconds and 6 second increments (T) thereof. Rounding to the next highest increment requires the application of Minimum Billed Call increments

##### Rate Periods

Applicable rate periods (Peak and Off-Peak) are indicated below:

Peak Rate Period: Monday through Friday, 8:00 AM to 5:00 PM\*

Off-Peak Period: All days, 5:00 PM to 8:00 AM\*, Saturday and Sunday, 8:00 AM to 5:00 PM\*

For the following holidays the Off-Peak Rate Period rates apply, unless a lower rate would normally apply:

New Year's Day\*\*\*  
Memorial Day\*\*  
Independence Day\*\*\*

Labor Day\*\*  
Thanksgiving Day\*\*  
Christmas Day\*\*\*

##### Rates:

<u>800/888 Switched Service</u>	<u>Peak</u>	<u>Off-Peak</u>	
Initial 6 seconds	\$0.0140 (R)	\$0.0140 (R)	(T)
Additional 6 seconds	\$0.0140	\$0.0140	

Monthly Surcharge  
(Each 800/888/877 number ordered) \$1.00

\*-All times are expressed as. To, but not including

\*\* -As federally observed

\*\*\*-When this holiday falls on a Sunday, the Holiday rate applies to calls placed on the following Monday  
When this Holiday falls on a Saturday, the Holiday calling rate applies to calls placed the preceding Friday

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**Xspedius Communications**

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**ATTACHMENT 6**